

INTERLOCAL AGREEMENT

Internet Crimes Against Children Task Forces Programs

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, situated in Harris County, Texas, and Fort Bend County Texas, a political subdivision of the State of Texas, acting by and through its governing body, the City Council, hereinafter referred to as the “**City**”, and Fort Bend County, a body corporate and politic, acting by and through its Commissioners Court, on behalf of the Fort Bend County Sheriff’s Office hereinafter referred to as the “**FBCSO**”, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

RECITALS

1. The **City**, through the Houston Police Department, hereinafter referred to as the “**HPD**”, has applied for a Grant from the Trusted Programs within the Office of the Governor for the purpose of preventing and stopping internet crimes against children (“**Grant** program”). Priority shall be given to supporting the activities of qualifying **INTERNET CRIMES AGAINST CHILDREN TASK FORCES** recognized by the U.S. Department of Justice, hereinafter referred to as the “**ICAC**”.
2. The **City** has agreed to contribute a total of **\$78,780.00** of the Grant funds in reimbursement funds for a portion of the salary and benefits for one Investigator/Detective (“Investigator”) (80% not exceeding \$54,800.00 a year) plus lease car, fuel, overtime, training and equipment. The **FBCSO** has agreed to contribute the remaining 20% of the salary and benefits for the Investigator (based on the hours and benefits listed in Exhibit “A”, of said Agreement).

3. The target geographic area of such **Grant** program are ICAC Task Forces located within a city with a population greater than 1,000,000 people, as determined by the 2010 U.S. Census.
4. The **Grant** funds, in part, will be expended to pay the salary, fringe benefits, overtime, retirement/pension, in-state travel, insurance costs, lease car, fuel, training and equipment for one FBCSO 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.
5. The **City** and **Fort Bend County** believe it is in their best interests to enter into this **Agreement**, to carry out the **Grant** program.
6. The **City** and the **FBCSO** 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 one **Investigator** to work with the **City** and Fort Bend County law enforcement officials to assist in the apprehension and prosecution of child exploitation, 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 **October 1, 2013**, provided grant funds are available and terminate on the **Grant** expiration date, or on the termination date of any extension thereof granted by the Trusted Programs within the Office of the Governor, hereinafter referred to as the “**Trusted Programs**”, or **September 30, 2015**, whichever is later. In the event “**Trusted Programs**” 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.

- 2.01** The **City** and **FBCSO** 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 **Trusted Programs**. Should the **Grant** be terminated or not renewed by the **Trusted Programs** for any reason, the **City** and the **FBCSO** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **Trusted Programs**.
- 2.02** 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 **FBCSO** will be paid on the basis of itemized monthly invoices submitted by the **FBCSO** and approved by the **City** showing the actual services performed and the attendant fee in addition to costs for the lease car, fuel, training and equipment. The **City** shall make payment to the **FBCSO** within thirty (30) days of the receipt by the **City** of such invoices. If, any items in any invoices submitted by the **FBCSO** 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 **FBCSO** of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, the **FBCSO** 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 **FBCSO** invoices shall be final.
- 3.02** The **City** and the **FBCSO** 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 **Trusted Programs**. 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 will be in accordance with the effective GRANT APPLICATION AND ADMINISTRATION GUIDELINES, of the **Trusted Programs**.

ARTICLE IV **SCOPE OF SERVICES**

4.01 The **FBCSO** 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 **FBCSO** warrants that:

- (a) Services performed by the **Investigator** assigned by the **FBCSO** to the **Grant** program and any property acquired for their use under this or any prior agreement between the **City** and the **FBCSO** 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 **FBCSO** and the **City** for the same services performed under the terms of this **Agreement**.
- (c) It will cooperate with the **Trusted Programs**, 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 County employees. Such **Investigator** shall be subject to all **FBCSO** rules, regulations and procedures applicable. Such **Investigator** shall be subject to **FBCSO** 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 **FBCSO** rules, regulations, procedures and other operating policies.

4.03 The **FBCSO** agrees to comply with **Trusted Programs**’ rules, regulations, policies, guidelines and requirements.

ARTICLE V
OWNERSHIP OF EQUIPMENT

- 5.01** Upon termination of this **Agreement**, ownership of the equipment, hardware, and other non-expendable items will revert to the City of Houston Police Department, subject to the approval of the **Trusted Programs**.

ARTICLE VI
INFORMATION/DATA

- 6.01** The **FBCSO** 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 **FBCSO** shall not divulge such information except as approved in writing by the **City** or as otherwise required by law.
- 6.02** The **FBCSO**, 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 **Trusted Programs**. 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 **Trusted Programs**. Any such publicity shall be in a form approved by the **Trusted Programs**, 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 **FBCSO** 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 **FBCSO** 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 **FBCSO** 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 **FBCSO** 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 **FBCSO**. 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 **FBCSO** shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the **FBCSO'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 DATE COUNTERSIGNED BY THE CITY CONTROLLER.

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

Anna Russell, City Secretary

APPROVED:

Charles A. McClelland, Jr.
Houston Police Chief

APPROVED AS TO FORM:

Senior Assistant City Attorney
L. D. File No.

APPROVED:

Annise D. Parker, Mayor

COUNTERSIGNED BY:

Ronald Green, City Controller

DATE COUNTERSIGNED:
By City Controller

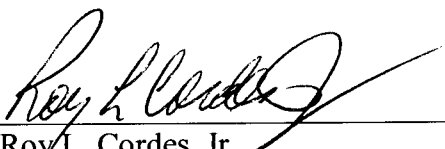
Date

FORT BEND COUNTY

ATTEST/SEAL:

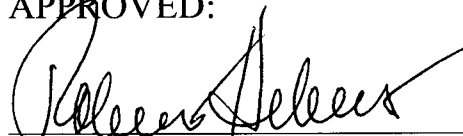


Dianne Wilson, County Clerk

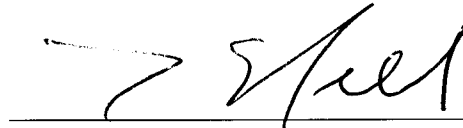


Roy L. Cordes, Jr.
Fort Bend County Attorney

APPROVED:



Robert E. Hebert, County Judge



Troy E. Nehls
Fort Bend County Sheriff

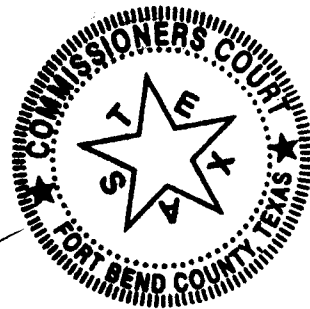


EXHIBIT "A"

FORT BEND COUNTY SHERIFF'S OFFICE

(1) investigator/detective from Fort Bend County Sheriff's Office

(Salary and benefits funded at 80% grant / 20% agency based upon \$48,232.42 salary and \$20,245.56 benefits = \$68,477.98 +/-)

Salary/Benefits	\$54,800.00
Lease Car @ \$675 per month	\$8,100.00
Fuel @ \$300 per month	\$3,600.00
Overtime (\$34.00 per hour x 171 +/- hours)	\$6,000.00
Training (registration, lodging, airfare, etc.)	\$3,780.00
Equipment (computer, hard drives, etc.)	\$2,500.00
Total	\$78,780.00

EXHIBIT “B”

Scope of Services

FORT BEND COUNTY SHERIFF’S OFFICE INVESTIGATOR (2)

The FBCSO Investigator will work with the members of this grant serving as a liaison between members of this unit, FORT BEND COUNTY SHERIFF’S OFFICE and other local, state and federal law enforcement agencies. The 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. The Investigator will assist local law enforcement officers in investigating child exploitation crimes that involve the use of the internet.

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 Trusted Programs within the Office of the Governor, 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.

FBCSO Authorized Official

Date

HOUSTON INTERNET CRIMES AGAINST CHILDREN

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Annise D. Parker, Mayor
City of Houston

Date