

C76583
2015-1267

INTERLOCAL AGREEMENT

Internet Crimes Against Children Task Force 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, 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, Texas**, (“**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 “**FBSO**”, 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**”.

The **City** has agreed to contribute a total of \$98,475.00 in reimbursement funds for a portion of the salary and benefits for one Investigator/Detective (80% not exceeding

\$68,500 for the 15 month period beginning June 1, 2015 until August 31, 2016) plus lease car, fuel, overtime, training and equipment. **Fort Bend County, Texas** has agreed to contribute the remaining 20% of the salary and benefits for the Investigator/Detective (based on the hours and benefits listed in Exhibit "A", of this Agreement).

2. 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.
3. The **Grant** funds received by **City**, in part, will be expended to pay the salary, fringe benefits, overtime, retirement/pension, travel, insurance costs, lease car, fuel ("Personnel Expenses"), Training and ("Equipment" or "Property"). Equipment or Property may include a laptop computer, monitor, printer and/or external hard drive for a **FBSO** Investigator/Detective, hereinafter referred to as "**Investigator/Detective**" 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.
4. The **City** and **Fort Bend County** believe it is in their best interests to enter into this **Agreement**, to carry out the **Grant** program. Should the **Grant** be terminated or not renewed by the **Trusted Programs** for any reason, the **City** and **Fort Bend County** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **Trusted Programs**.
5. The **City** and the **Fort Bend 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/Detective** to work with the **City** and other law enforcement officials to assist in the apprehension and prosecution of child exploitation, and serve as a liaison between the City and other Detectives and law enforcement agencies that become involved in on-going investigations as a result of the **Grant** program's enforcement efforts.

ARTICLE II
TERM

2.01 The term of this **Agreement** is to commence on **June 1, 2015**, 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 August 31, 2016, 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 by written letter to the **Fort Bend County Sheriff** for one year at a time for up to four additional years. **Fort Bend County** authorizes the **Fort Bend County Sheriff** to accept the extension by signing the Extension Letter from the HPD Chief and returning a signed copy of the Extension Letter to HPD Chief. A copy of any such extension shall be recorded in the minutes of the next regularly scheduled meeting of the Fort Bend County Commissioners Court.

2.02 The **City** and **Fort Bend 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 the

Trusted Programs. Should the **Grant** be terminated or not renewed by the **Trusted Programs** for any reason, the **City** and **Fort Bend County** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **Trusted Programs**.

- 2.03 Either party may terminate this Agreement by giving 30 days prior written notice of termination to the other party.

ARTICLE III **CONSIDERATION**

- 3.01 **Fort Bend County** will be paid on the basis of itemized monthly invoices submitted by **Fort Bend County** and approved by the **City** showing the actual services performed in addition to costs for Personnel Expenses, Training and Equipment or Property. The **City** shall make payment to **Fort Bend County** within thirty (30) days of the receipt by the **City** of such invoices. If any items in any invoices submitted by **Fort Bend 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 **Fort Bend County** of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, **Fort Bend 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 **Fort Bend County** invoices shall be final.

- 3.02 The **City** and **Fort Bend 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 future years is reviewed by the **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 **Trusted Programs**. In the event this Agreement is extended the HPD Chief and the Fort Bend County Sheriff are authorized to approve changes to Exhibit "A" provided the changes do not exceed the **Grant** funds.

ARTICLE IV **SCOPE OF SERVICES**

4.01 Fort Bend County authorizes and the FBSO agrees to provide e an **Investigator/Detective** to perform those services described in **Exhibit "B"**, attached hereto and incorporated herein for all intents and purposes.

4.02 The Fort Bend County warrants that:

- (a) Services performed by the **Investigator/Detective** assigned by the **FBSO** to the **Grant** program and any Equipment or property acquired for the **Investigator/Detective's** use under this or any prior agreement between the **City** and **Fort Bend County** pertaining to the **Grant**, hereinafter referred to as the "**Equipment or Property**" are directly and exclusively devoted to the **Grant** program and that the amounts paid for Personnel Expenses and Training are not in excess of the **Fort Bend County** s actual cost of same.
- (b) The **Investigator/Detective** is not receiving dual compensation from **Fort Bend County** 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 regard to any audit, investigation or inquiry concerning the **Grant**.

- (d) The **Investigator/Detective** assigned to work with City of Houston and other law enforcement officers shall at all times, remain a **Fort Bend County and FBSO** employee. Such **Investigator/Detective** shall be subject to all applicable **Fort Bend County and FBSO** rules, regulations and procedures. Such **Investigator/Detective** shall be subject to **Fort Bend County and FBSO** orders and training.
- (e) Nothing in this **Agreement** shall constitute an exception from, waiver of or other basis upon which the **Investigator/Detective** is permitted to fail to, fully and promptly comply with all **Fort Bend County and FBSO** rules, regulations, procedures and other operating policies.

4.03 Fort Bend County and the FBSO agree to comply with the Trusted Programs' rules, regulations, policies, guidelines and requirements of the GRANT APPLICATION AND ADMINISTRATION GUIDELINES.

ARTICLE V
OWNERSHIP OF EQUIPMENT OR PROPERTY

5.01 Upon termination of this **Agreement**, ownership of the Equipment or Property 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 Fort Bend County** and the **FBSO** shall keep all materials prepared hereunder and all **City** data it receives in strictest confidence excluding those documents and records filed in the Courts. **Fort Bend County** and the **FBSO** shall not divulge such information except as approved in writing by the **City** or as otherwise required by law.
- 6.02 Fort Bend County** and the **FBSO**, 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 **HPD** 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 **Fort Bend County** performance under this **Agreement**, and (2) inspections of all places where work is undertaken in connection with this **Agreement**. **Fort Bend County** shall be required to keep such books and records available for such purpose for at least four (4) years after ceasing 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 Fort Bend 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 **Fort Bend 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 **Fort Bend County**. Each party to this **Agreement** 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 Texas Law.

ARTICLE VIII
COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

8.01 To the extent required by law, **Fort Bend County** shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the **Fort Bend 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
WRITTEN AMENDMENTS

9.01 Unless otherwise specified, this Agreement may be amended only by written instrument executed on behalf of the **City and Fort Bend County** (by authority of ordinances or Commissioners Court Order adopted by the respective City Council and Commissioners Court).

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 THE DATE COUNTERSIGNED.

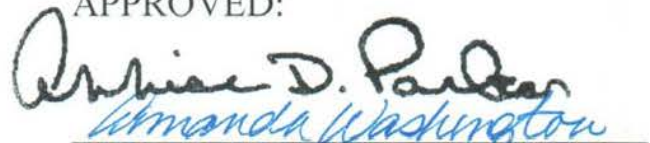
CITY OF HOUSTON, TEXAS

ATTEST/SEAL:



Anna Russell, City Secretary

APPROVED:



Annise D. Parker, Mayor

APPROVED:



Charles A. McClelland, Jr.
Houston Police Chief

COUNTERSIGNED BY:



Ronald Green, City Controller

APPROVED AS TO FORM:



Senior Assistant City Attorney

DATE COUNTERSIGNED:
By City Controller

12-29-15
Date

L. D. No. 0621500236001

FORT BEND COUNTY

ATTEST/SEAL:

APPROVED:

Laura Richard

Robert E. Hebert

Laura Richard, County Clerk

Robert E. Hebert, County Judge

APPROVED AS TO FORM:

APPROVED:

Michelle Rangel



Troy E. Nehls

Michelle T. Rangel
Fort Bend County Attorney's Office

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 (for the period beginning June 1, 2015 until August 31, 2016)

(Salary and benefits funded at 80% grant / 20% FBCSO based upon \$48,232.42 salary and \$20,245.00 benefits = \$68,500.00(+/-) 80% of \$68,500.00 = \$54,800.00 / 12 months = \$4,566.00 per month x 15 months = \$68,500.00)

Salary/Benefits	\$68,500.00
Lease Car @ \$675 per month x 15 months	\$10,125.00
Fuel @ \$300 per month x 15 months	\$4,500.00
Overtime (est. \$34.78 per hour x 216 +/- hours)	\$7,500.00
Lump sum for training (registration, lodging, airfare, etc.)	\$4,070.00
Lump sum for equipment (computer, hard drives, etc.)	<u>\$3,780.00</u>
Total	\$98,475.00

EXHIBIT "B"

Scope of Services

FORT BEND COUNTY SHERIFF'S OFFICE INVESTIGATOR/DETECTIVE (1)

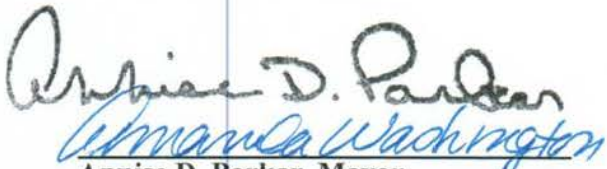
This FBSO Investigator/Detective will work with the members of this grant serving as a liaison between members of this unit, FORT BEND COUNTY, TEXAS and other local, state and federal law enforcement agencies. This Investigator/Detective will actively participate in investigations conducted by members of this grant that overlap local law enforcement's jurisdictional lines in the State of Texas. This Investigator/Detective 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 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, 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

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

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Fort Bend County Authorized Official

Robert E. Hebert,
County Judge

10-27-2015

Date