

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

DUNS/UEI #: <u>08-149-7075</u> Federal Tax Identification #: <u>7 4 - 6 0 0 1 9 6 9</u>	<div style="border: 1px solid black; padding: 5px;"> EXO USE Only DC#: <u>Z-31</u> 9486 </div>
Amount Requested <u>\$ 13,535.28</u>	OCDETF Investigation/Strategic Initiative #: <u>SW-TXS-1258</u>
From: <u>October 1, 2022</u> Beginning Date of Agreement To: <u>September 30, 2023</u> Ending Date of Agreement	Federal Agency Investigation #: <u>M3-21-0036</u>
Strike Force/Strategic Initiative Name: <u>DEA Houston OCDETF Strike Force</u> Strike Force/Strategic Initiative Address: <u>1433 W. Loop S. #600</u> <u>Houston, Texas 77072</u>	State & Local Agency Name and Address: <u>Fort Bend County Sheriff's Office</u> <u>1840 Richmond Pkwy,</u> <u>Richmond, Texas 77469</u>
Sponsoring Federal Agency (SF only): <u>DEA</u> Lead Investigator: <u>GS Allan Manco</u> Telephone Number: <u>(281) 660-0718</u> Email Address: <u>Allan.j.manco@dea.gov</u>	State & Local Agency Narcotics Supervisor: <u>Lt. R. Glendering</u> Telephone Number: <u>(832) 473-7847</u> E-mail Address: <u>Rodney.Glendering@fortbendcountytexas.gov</u> Fax Number: _____

Brief explanation of services/goods provided and basis for determining costs: <u>Items listed are going to be utilized by Fort Bend County Sheriff's Office Investigator(s) assigned to the DEA Houston OCDETF Strike Force. All items have been reviewed by management of the DEA Houston OCDETF Strike Force and they are in agreement for the need/use of these items.</u>
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Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Elva Lopez
 Telephone Number: (281) 341-3971
 E-mail Address: Elva.lopez@fortbendcountytexas.gov

This Agreement is between the above named State & Local agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by a State & Local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander, or designee, (Strike Forces) or the OCDETF Regional Director (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or designee.

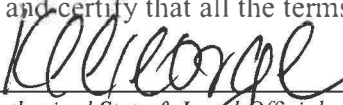
1. This Agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the State & Local Organization to the agreement.
2. It is agreed that the State & Local Agency named on this agreement will assist in OCDETF investigations, Strategic Initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces Strike Force/Strategic Initiative Operations Program Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever a State & Local Organization plans to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. It must be carefully reviewed and understood by all approving officials.
4. Agreements are approved on a fiscal year basis. The fiscal year of the Federal Government begins on October 1 of a given year and ends on September 30 of the following year. An agreement must fall within a fiscal year period. Since investigations and initiatives frequently span two or more fiscal years, new Agreements must be initiated for each fiscal year. However, if a case is newly initiated during the fiscal year, the beginning agreement date should accurately reflect when the case will begin using Operations funding (beginning date of the Agreement through September 30). It is extremely important that start dates are accurate on the agreement, as funds may be de-obligated if there is prolonged inactivity.
5. If a State & Local Organization indicates that it no longer expects to expend funds obligated under a particular Agreement, any unexpended funds under that Agreement should be immediately deobligated and a Funding Change Notification identifying the amount to be deobligated shall be submitted by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) to the OCDETF EXO as soon as possible. Moreover, if an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. Upon this occurrence, it is the responsibility of the Strike Force Commander (Strike Force) or the OCDETF Program Specialist (Strategic Initiative) to submit a funding change notification (modification memo) to the State & Local Organizations stating that funding has been deobligated because of the ninety (90) day rule.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately (i.e., binoculars, cameras, camera mounts, etc.) Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.
7. The Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.
8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) and the OCDETF Executive Office.
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a modification memo approved and signed by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) and forwarded to the OCDETF EXO.
10. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a State & Local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
14. Subsequent to payment of invoices by the state & local organization to a third party vendor, OCDETF will reimburse the organization for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.
15. State & Local Organizations must provide official procurement documents to support all reimbursable expenditures to the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.
16. The State & Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement organizations from receiving OCDETF funding in the future.
17. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
18. Electronic Funds Transfer Process
 - a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or Regional Director and the state or local law enforcement organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation.

Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By:  Fort Bend County Judge 1/10/2023
Authorized State & Local Official Title Date

Approved By:  LEE NASH ASAC 1/20/23
Strike Force Commander (SF) /Regional Director (SI) Date

Funds are encumbered for the costs specified above, subject to the availability of funds.

Approving Official: SIMSHINDO Digitally signed by SIMSHINDO
MSOLA MSOLA
Date: 2023.03.10 11:32:33 -05'00'
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: DEA Houston OCDEFT Strike Force

OCDETF Investigation/Strategic Initiative Number: SW-TXS-1258

The following is an estimate of operational costs expected to be incurred by state and local law enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	Rental Vehicle \$900.00 x 12 months	\$ 10,800.00
2.		
3.	(6) Verizon Aircards (Hot Spots) \$37.99 Monthly	\$ 2,735.28
4.		
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**Fort Bend County Tabulation
Bid 20-077
Rental Vehicles and Services**

Term: through September 30, 2021

**Awarded 6/23/20: Enterprise Holdings, Inc dba Enterprise Rent-A-Car
(funding: Various County Departments)**

Renewal Term Approved 8/24/21: October 1, 2021 through September 30, 2022

Renewal Term Approved 8/23/22: October 1, 2022 through September 30, 2023

***Amended 8/23/2022**

Vehicle Description		Lawson Number	Enterprise Rent-A-Car, Spring TX		
			Form 1295		
			Yes		
Item Number	Standard -Size Vehicles (6 cylinder)		Estimated Annual Quantity of Days Rented	Manufacturer & Model	Unit Price per Day
1	Automobiles: Chrysler 200, VW Jetta, Dodge Avenger or equal to	15748	365	VW Jetta, Kia Soul or similar	*27.08
2	Trucks, Crew Cab: Toyota Tacoma, Chevrolet Colorado or equal to	15749	365	Nissan Frontier, Chevy Colorado or similar	*28.13
Item Number	Full -Size Vehicles (6 cylinder)	Lawson Number	Estimated Annual Quantity of Days Rented	Manufacturer & Model	Unit Price per Day
3	Automobiles: Dodge Charger, VW Passat, Chevy Malibu or equal to	15750	365	Dodge Charge, Nissan Altima, Toyota Camry, Chevy Malibu, Ford Fusion or similar	*28.13
4	Sports Utility: Ford Explorer, Chevy Equinox or equal to	15751	365	Dodge Durango, Ford Explorer, Chevy Equinox, Chevy Traverse, or similar	*30.00

Item Number	Premium-Size Vehicles	Lawson Number	Estimated Annual Quantity of Days Rented	Manufacturer & Model	Unit Price per Day
5	Automobiles (6 cylinder or V8): Chrysler 300, Dodge Challenger, Nissan Maxima or equal to	15752	365	Chrysler 300, Nissan Maxima or similar	*30.00
6	Trucks, Extended or Crew Cab: Ford F-150, Toyota Tundra, Chevrolet Silverado, Dodge Ram or equal to	15753	365	Ford F150, Dodge Ram 1500, Chevy Silverado or equal	*28.95
7	Sports Utility (V8): Chevrolet Tahoe, Ford Expedition or equal to	15754	365	Chevy Tahoe, Ford Expedition or similar	*38.75
8	Mini Vans (6 cylinder): Dodge Grand Caravan, Chrysler Town & Country or equal to	15755	365	Dodge Caravan, Chrysler Pacifica or similar	*28.13
9	Vans, Ford Transit (V8): Chevrolet Express or equal to	15756	365	Ford Transit, Chevy Express or similar	*45.84



Store location: 0423201
Verizon 455 CONGAREE RD
SC 29607

Hi BRANDYE COLE,
COUNTY OF FORT BEND, 301 JACKSON, RICHMOND, TX 77469-3617.

Let us help you do business. Please review your quote here, if you have any questions to get clarified feel free to connect with your Verizon sales executive.
anita law | 2813800015 | anita.law@verizonwireless.com

This quotation is based on the terms and conditions of the State of Texas DIR-TELE-CTSA-003 Contract. The State of Texas DIR-TELE-CTSA-003 Contract, Addenda and Attachments can be found on <https://dir.texas.gov/contracts/dir-tele-ctsa-003> sites for your review.

Quote ID	Created on	Expires on
30891262-Q-10627534	10/11/2022	12/09/2022

Quote summary

All amounts in below summary without taxes or accessory cost over 24 months

Number of lines	Avg Cost/Line per month	Total cost per month	Total Cost (over 24 months)
6	\$37.99	\$227.94	\$5,470.55

Quote overview

With applicable discounts

Plans & features
(Due monthly)

\$227.94



Store location: 0423201
Verizon 455 CONGAREE RD
SC 29607

Quote details

Plans & features

Custom Mobile Broadband Public Safety Unlimited with MBP - \$37.99/month

Qty: 6 x \$37.99 \$227.94

Added features:

• Decline Device Protection

Qty: 6 x \$0.00 \$0.00

Due monthly (No Contract) \$227.94

Total due monthly for plans & features \$227.94

Devices & accessories

Bring Your Own Devices:

• Bring Your Own Device - Internet \$0.00

Due Today

Qty: 6 x \$0.00 \$0.00

Total due today for device(s) \$0.00

Total due today for BYOD \$0.00

Total charges by account

Account	Due monthly	Due today
842087880-1	\$0.00	\$0.00

Sales tax

TX state sales tax 0.00

TX local sales tax 0.00

Total due today with tax 0.00

Device payment tax (due first bill) 0.00

Additional fees for usage and overages may apply. Offers & Coverage vary by service & equipment. See Verizonwireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees and surcharges apply.

Important customer information

Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice.

Business agreement Activation/Upgrade fee up to \$35; restocking fee up to \$50. Either an offer recovery fee or up to \$650 early termination fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive.

Additional fees for usage and overages may apply. Offers & Coverage vary by service & equipment. See VerizonWireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees, and surcharges apply.

Device Trade In Quote values are an estimate and subject to change without notice. The current market trade value in this quote is the value of the device on the day the quote was submitted. If the device is eligible for trade-in, credit will either be based on the market value of the device(s) at the time of the order or the applicable promo order at the time the promo was created.

Final device value is determined at time of inspection. Eligibility for Instant Trade-In credits is determined at the time of your order.

Legal Disclaimer

Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then disconnects that Equipment from the Verizon network, or moves the Equipment to a Lesser Price Plan, prior to the expiration of 24 months after the date of activation, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service.

Why Verizon

The network businesses rely on

If your network is down, you're down. Our award-winning network delivers the speed, reliability, coverage and performance that you need to succeed.

Superior Coverage

Our 4G LTE network covers 327 million people. That's over 99% of the U.S. population

5G innovation

Verizon 5G Ultra Wideband is the fastest 5G in the world¹, with ultra-low lag and Massive capacity.²

Trusted security

Managing over 500,000 security network and hosting devices gives us valuable insights into the digital landscape.

Performance

Verizon is the most awarded brand for Wireless Network Quality according to J.D. Power.³

Massive capacity

We obsess over the details, analyzing millions of gigabytes of data every day.

Easy integration

We've certified 900+ machine-to-machine (M2M) chipsets, modules and devices.

¹ Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31 – April 30, 2020 © 2020 Opensignal Limited.

² 5G Ultra Wideband (UWB) available only in parts of select cities. 5G UWB access requires a 5G capable device with select voice/data & 5G UWB plans. 5G Nationwide available in 2,700+ cities.

³ Verizon received the highest number of awards in network quality for the 25th time as compared to all other brands in the J.D. Power 2003-2020 Volume 1 and 2 U.S. Wireless Network Quality Performance Studies. Network Quality measures customers' satisfaction with their network performance with wireless carriers. For J.D. Power 2020 award information, visit [jdpower.com/awards](https://www.jdpower.com/awards) for more details.



COUNTY ATTORNEY
Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-4555
Fax (281) 341-4557

ATTENTION
Attorney/Client Privileged Document
LEGAL REVIEW FORM

On January 3, 2023, the County Attorney's Office reviewed the following:

**Organized Crime Drug Enforcement Task Forces FY 2023 Agreement for
Operation Expenses (Rental Vehicle and Internet Aircards)**

(23-SO-100271)

Comments: Approved as to form.

This document was reviewed for legal form. Please keep in mind that the special conditions included in this grant award/agreement may create specific obligations for the department in administering this grant funded program. It is incumbent upon the department to read through all terms and conditions associated with the grant to ensure full compliance with all federal requirements.

In addition, please remember to submit a copy of this grant award/agreement with any requests for subsequent purchases made for goods or services using funds from this grant award in order to ensure that all appropriate clauses are added to any agreements with contractors or vendors.

Huma N. Ahmed

Huma N. Ahmed
Assistant County Attorney
Regulatory Division Chief