

COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM

This space for Court Clerk

AGENDA NUMBER:

ON THE TUESDAY PRIOR TO THE MONDAY MEETING.

REGULAR

CONSENT 29811

Entered 3/13/09

INSTRUCTIONS ON THE REVERSE

REQUESTING DEPARTMENT

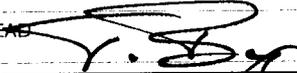
Date: Feb 27, 2009 Court Date: March ²³ 12, 2009 Phone/Ext: 5100 Department: Sheriff

Description of Agenda Item: Accept renewal of the Internet Crimes

Against Children Task Force Grant with the City of Dallas. The

awarded amount is \$4500 and there is no requirement for matching

funds.

DEPARTMENT HEAD SIGNATURE: 

BUDGET RELATED INFORMATION

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: Yes
 No

Amount Budgeted: _____
 (or needed)

Account Number: _____

PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s):

CHECK TWO OF THE BELOW			
ADVERTISE		BIDS	
AWARD		PROPOSALS	

BOND REQUIRED: _____

INS. REQ'D: _____

ANNUAL ACTION: _____

EFFECTIVE: _____

AD DATES: _____

OPEN DATE/TIME: _____

Item Description for Agenda: _____

Remarks: _____

PURCHASING AGENT SIGNATURE: _____

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION		BUDGET AMENDMENT REQUIRED	
BUDGETED		NON-EMERGENCY, Sec 111.011 LGC	
UNBUDGETED		EMERGENCY, Sec 111.010 LGC	
FUNDS NOT AVAILABLE		ACCOUNT NUMBER FOR AVAILABLE FUNDS (Needed for Agenda Submission)	

FUNDS TRANSFER RECOMMENDATION

AMOUNT	DEPARTMENT NAME	ACCOUNT NUMBER
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

COUNTY AUDITOR SIGNATURE: _____

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGET OFFICER SIGNATURE: _____



COLLIN COUNTY

OFFICE OF THE SHERIFF
4300 Community Avenue
McKinney, TX 75071

MEMORANDUM

DATE: February 27, 2009
TO: Major Chuck Ruckel
FROM: Lieutenant Mark Sanderson ^{MS}
RE: ICAC Grant

I have received the ICAC Task Force Grant for 2009. This is a renewal grant that provides funds to be allocated for equipment and training in the area of on-line child abuse cases. This year's allocation is \$4,500.00.

I recommend that we participate with the Dallas Police Department and the Internet Crimes Against Children Task Force.

Attached are the two original Interlocal Agreements which require both the Sheriff and the County Judge's signature.

We received this renewal late from Dallas and are already several months into the grant period. If possible, I recommend that this be quickly expedited.

Please return the two signed originals to me and I will forward to Dallas Police Department.

MS/th

I RECOMMEND WE ACCEPT THIS GRANT.

CRuckel 2/27/09



February 15, 2009

Lieutenant Mark Sanderson
Collin County Sheriff's Office
4300 Community Avenue
McKinney, Texas 75071-2535

Dear Lieutenant Sanderson:

I am pleased to offer the Collin County Sheriff's Office the opportunity to once again join the Dallas Internet Crimes Against Children (ICAC) Task Force. As we have discussed in recent months, the Task Force is federally funded and during each funding cycle I am able to reach out financially to other agencies across Texas in an effort to bolster their ability to investigate and successfully prosecute web-based crimes committed against children. In recent years we have had similar relationships with the Austin, El Paso, Corpus Christi, and Longview Police Departments as well as the Bexar, Potter, Lubbock, Taylor, Dallas, Tarrant, and Denton County prosecutors' and sheriffs' offices.

Attached are two original Interlocal Agreements drafted by the Dallas City Attorney's Office to formally establish the Collin County Sheriff's Office as an affiliate member of our ICAC Task Force. If your agency wishes to affiliate with us, I ask that you submit the two documents through your chain of command and on to Collin County officials for review, acceptance, and signatures. No changes may be made to the body of the documents. Once both documents are signed I ask that they *both* be returned to me. I will secure signatures here and will then return one original to you. Once the documents are signed by both our jurisdictions I will be able to allocate \$4,500 to the Collin County Sheriff's Office to support your efforts to protect children online. The money may be spent for equipment such as computers, printers, peripherals, supplies, and the like, for travel and training sessions, and for overtime expenses. It is very important to understand that any expenditure you make must be made in support of your Internet Crimes Against Children activities. Also, under the Agreement Collin County will first pay for any purchases or incur any expenses and then may seek reimbursement for those purchases or expenses from the City of Dallas as described in the Agreement.

Please make sure that your command staff understands as well that you are incurring no obligations outside your traditional jurisdictional area. Under the Agreement you are not required to contribute personnel, equipment, or other resources outside Collin County. Your primary obligation centers on using the money solely to prevent or investigate online exploitation of children in your city. The money *may not* be used in any other way.

Lieutenant Sanderson
February 15, 2009
Page 2

As in years passed, the process of getting these Agreements in place has been a long, tedious process and we are already some six months from the expiration date of the grant award period. I routinely request, and am given, however, extensions for these on-going ICAC grants and I anticipate your having until at least the end of 2009 to expend your funds. For that reason I ask that you not go on an immediate spending spree. These are all our tax dollars and you will want to spend them wisely and in a way that materially and thoughtfully benefits your agency. Also, once the documents are signed, you may actually back bill against your grant funds to September 1, 2008 if you incurred expenses relevant to our Agreement up to that date.

Once the documents are signed I ask that you contact me prior to making a reimbursement request so that we can discuss the format and kinds of documentation I must have – receipts, billing documents, travel reports, etc. – in order to process the request.

I look forward to working with you on this important task. I know this will be a very productive relationship.

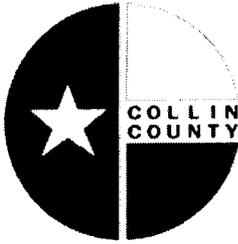
Please call me at 214-671-4201 or 214-797-6533 should you have questions or need additional information.

Sincerely,

DAVID M. KUNKLE
CHIEF OF POLICE

A handwritten signature in cursive script that reads "C. L. Williams" followed by a horizontal line.

C. L. Williams
Lieutenant of Police
Special Investigations Division
Investigations Bureau



**GRANT AWARD NOTIFICATION
AND PROGRAM IMPLEMENTATION**

Date: 2/27/09

To: Commissioners Court
Grant Review Committee

From: Department: SHERIFF'S OFFICE
Submitted by: LT. MARK SANDERSON
Department Director: MAJOR CHUCK RUCKEL

Granting Agency: CITY OF DALLAS

Contact Person (name/phone): LT. CHES WILLIAMS

Name of Grant/Project: INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Beginning/Ending Dates of Grant: 9/1/2008

Source of Funds: Federal State Local Private

\$ Amount of Grant: 4,500.00

Comments: (List here any conditions/changes implemented by the grantor from the original application program purpose or requirements.)

RENEWAL OF EXISTING GRANT. NO MATCHING FUNDS REQUIRED.
GRANT MAY BE USED FOR ANY EQUIPMENT OR TRAINING RELATED TO
INTERNET CRIMES AGAINST CHILDREN.

Grant Award Notification Attached

Department Name/Number: SHERIFF'S OFFICE		 Grant Summary Form Submit completed form along with one <u>original</u> copy of the grant application along with all supporting documentation to the Budget & Finance Office (BFO) and the Grant Review Committee (GRC), not less than 15 days prior to the scheduled Commissioner Court meeting. Phone: (972) 548-4650
Contact Person: MARK SANDERSON		
Title: LT.	Phone: 972-633-6626	

Grant Description	
Grant Title: INTERNET CRIMES AGAINST CHILDREN TASK FORCE	Funding Source: <input type="checkbox"/> State <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Other: CITY OF DALLAS
Grantor: CITY OF DALLAS	Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other:
	Grant Type: <input type="checkbox"/> New Grant <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Amendment Award Type: <input type="checkbox"/> One-Time <input checked="" type="checkbox"/> Ongoing

Deadline: ASAP	Award Date: 9/1/2008	Project Start Date: 9/1/2008	Project End Date: 8/31/2009	Amount: 4,500.00
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Purpose:
PURCHASE EQUIPMENT AND TRAINING TO COMBAT INTERNET CRIMES AGAINST CHILDREN

Grant Categories / Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	Total
Personnel						
Operating						
Capital Equipment						
Indirect Costs						
Total			4500.00	0	0	4500.00
FTEs						

Performance Measures Applicable Outcome Measures	FY 2008 Progress to Date				FY 2009
	Q1	Q2	Q3	Q4	Projected
SEE SO PBB					

INTERLOCAL AGREEMENT

CITY OF DALLAS AND COLLIN COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF DALLAS

This INTERLOCAL AGREEMENT is made and entered into by and between the City of Dallas, hereinafter called "City" and Collin County, Texas, hereinafter called "Collin County".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, provides authorization for any local government to contract with one or more local governments and with agencies of the State of Texas to perform governmental functions and services under the terms of this act; and

WHEREAS, the Internet Crimes Against Children Task Force is a grant program funded under an award by the United States Department of Justice, hereinafter called "DOJ" through their Office of Juvenile Justice and Delinquency Prevention, hereinafter called "OJJDP" under the Federal Missing and Exploited Children's Program; and

WHEREAS, City and Collin County desire to enter into an agreement regarding the Dallas Internet Crimes Against Children Task Force; and

WHEREAS, the City of Dallas, for its Police Department, has applied for and received from DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period runs from September 1, 2008 through August 31, 2009; and

WHEREAS, the grant is entitled Internet Crimes Against Children, hereinafter called "Project", and

WHEREAS, the Dallas Police Department has asked Collin County to participate in fulfilling the purpose of the grant.

NOW THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by City and Collin County for the mutual consideration stated herein:

I.

For the consideration hereinafter agreed to Collin County undertakes, covenants, and agrees to:

1. Provide staff and resources to investigate Internet crimes against children within its jurisdiction so as to assist the Internet Crimes Against Children Grant Project in achieving its goals of protecting children online.
2. Accept for investigation Cybertips or other criminal case referrals as may be forwarded from the Dallas Police Department and to adhere to the policies and procedures in the national ICAC Operational and Investigative Standards.
3. On a quarterly basis provide the Dallas Police Department with a copy of its Internet Crimes Against Children Squad activity. This activity report will identify the number of cases assigned to the Squad, number of arrests, number of criminal cases filed, and whether those cases are filed in federal or state courts.
4. Maintain documentation of all overtime expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name, rank, and identification number of the person earning the overtime, the date the overtime was worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's overtime pay rate, and a brief explanation of the activity undertaken to earn the overtime. This overtime expenditure report must be supported by departmental payroll records which correspond to the overtime payments. This overtime report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.
5. Maintain documentation of all travel and training expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name, rank, and identification number of the person travelling or receiving training, the dates and location of travel or training, the exact payment amount to be charged to the Grant, and a brief explanation of the purpose of the travel or training. This expenditure report must be supported by receipts or other appropriate documentation. This travel and training expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.
6. Maintain an up-to-date itemized inventory list of all supplies, equipment, or services purchased by Collin County with funds from the Internet Crimes Against Children Grant. All entries on this list will include a brief description of the item or service, the purchase date, business where purchased, and cost. Inventory list entries of major hardware items such as computers, monitors, printers, FAX machines, and the like must also include the brand name and model, serial number, the Collin County property inventory tag number assigned to the specific item, and the current physical location of the property. The inventory list will be submitted to the Dallas Police Department when requested.

7. Allow the Internet Crimes Against Children Grant Manager or his designate to make one or more on-site visits for the purposes of assessing Collin County's compliance with the provisions of this Interlocal Agreement and the provisions of Circular A-133 issued by the United States Office of Management and Budget regarding audits of states, local governments, and non-profit organizations.
8. When requested, provide the Dallas Police Department with a copy of Collin County's most recent Single Audit Report and, if appropriate, a written statement describing any necessary corrective action identified in that Audit Report.

II.

As consideration for the services contracted for herein, the City agrees to reimburse Collin County a sum not to exceed four thousand, five hundred dollars (\$4,500.00). This sum is to reimburse Collin County for expenses incurred for equipment, travel, training, overtime, and undercover expenses, as deemed necessary and appropriate by Collin County for its operations to combat Internet crimes against children. Collin County may invoice the City for reimbursement of expenses under the terms of this agreement up to six times, but no reimbursement request will be accepted after August 31, 2009. Reimbursement for allowable expenses incurred shall be made by the Dallas Police Department to Collin County as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Lt. C. L. Williams
Dallas Police Department
1400 South Lamar Street, Room 3N061
Dallas, Texas 75215-1815

III.

During the performance of this Interlocal Agreement, Collin County agrees to the following:

1. It will, to the extent permitted by law, accept liability, under the Worker's Compensation Act, in the event personal injuries occur to its employee(s) while engaged in Project activities.
2. It shall, to the extent permitted by law and during the entire time of participation, maintain sufficient insurance to cover its obligation and liability for its employee(s). This will include, but is not limited to, coverage of the employee and vehicle, while operating a vehicle, where applicable.
3. It may, in lieu of purchasing liability insurance, elect to be self-insured but will be responsible for all risks of loss and actual loss as specified herein.

4. Any and all equipment and supplies purchased with Grant funds by Collin County will remain property of Collin County.

IV.

The term of this Agreement shall be from September 1, 2008 through August 31, 2009. This Agreement may be extended by mutual agreement of the parties hereto, or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

V.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:

David M. Kunkle
Chief of Police
Dallas Police Department
1400 S. Lamar Street
Dallas, Texas 75215

Copy to:

Mary K. Suhm
City Manager
City of Dallas
City Hall, Room 4/E/N
1500 Marilla Street
Dallas, Texas 75201

If intended for
Collin County, to:

Terry G. Box
Collin County Sheriff
4300 Community Avenue
McKinney, Texas 75071

Copy to:

Keith Self
County Judge
Collin County Government Center
210 S. McDonald Street, Suite 626
McKinney, Texas 75069

VI.

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

VII.

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.

VIII.

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.

EXECUTED this ____ day of _____, 2009, by the City of Dallas, by and through its duly authorized officials pursuant to City Council Resolution No. _____, and by Collin County by and through its duly authorized officials. However, the effective date of this Agreement is September 1, 2008.

COLLIN COUNTY
Keith Self, County Judge

CITY OF DALLAS
Mary K. Suhm, City Manager

By: _____
Keith Self
County Judge

By: _____
Ryan S. Evans
First Assistant City Manager

Approved as to Form:
Thomas P. Perkins, Jr.
City Attorney

By:  _____
Terry G. Box
Collin County Sheriff

By:  _____
Assistant City Attorney