

REVISED INTERAGENCY AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

This agreement is entered into by and between the County of Dallas, a political subdivision of the State of Texas, hereinafter referred to as Dallas County, and the **Collin County Sheriff's Office**, a political subdivision of the State of Texas, hereinafter referred to as **Collin SO**, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, Dallas County and the Collin SO wish to participate in a joint operation funded by the and Automobile Burglary and Theft Prevention Authority of the State of Texas, with funding in the amount of \$974,521.00 for the investigation and reduction of auto theft and auto burglaries within the service area, and

WHEREAS, The Collin SO has agreed to contribute the total of \$20,998.00 in matching funds and shall contribute personnel; and

WHEREAS, the source of funds would not normally be used for this purpose and personnel would not be normally assigned for this purpose; and

WHEREAS, Dallas County and Collin SO believe it to be in their best interests to join in the development of a Task Force for the investigation and reduction of auto theft and auto burglaries within the service area; and

WHEREAS, Dallas County and the Collin SO agree that the Collin SO employee assigned as an investigator to the North Texas Auto Theft Task Force shall remain an employee of the Collin SO and be operationally assigned to the Task Force Headquarters located in the Crowley Courts Building at 133 North Industrial Blvd., 1st floor, Dallas, Texas, being a central location for the service area.

WHEREAS, Dallas County and the Collin SO agree to each accept the responsibility to adhere to all pertinent federal, state, local laws or regulations and Dallas County policies.

WHEREAS, Dallas County shall reimburse the Collin SO a sum covering 80% of the Salary and Fringe Benefits not to exceed **\$85,489.00** dollars from the North Texas Auto Theft Task Force Grant for the investigator. The vehicle to be used by the investigator shall be provided by the North Texas Auto Theft Task Force. Other equipment will be provided to the investigator by the North Texas Auto Theft Task Force.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

PURPOSE

- 1.01 The purpose of this agreement is to allow Dallas County and the Collin SO to participate in the joint operation of the North Texas Auto Theft Task Force, with the Automobile Burglary and Theft Prevention Authority, which award is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II

TERM

- 2.01 The term of this agreement is to commence on September 1, 2008 or the execution of this agreement, if later than September 1, 2008, and to end 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 notice thereof to the other of its intention to terminate to terminate upon the date specified in such notice.

ARTICLE III

CONSIDERATION

- 3.01 As consideration for this agreement, Collin SO agree to contribute personnel for the operation of the North Texas Auto Theft Task Force and shall contribute matching funds in the amounts as follows:
Collin SO \$20,998.00

ARTICLE IV

ALLOCATION OF FUNDS

- 4.01 The specific allocation of the Dallas County and the Collin SO fund is set out in the attachments to this agreement, marked as Exhibits "A" through "F" inclusive, and made a part hereof for all purposes.
- 4.02 The funds to pay for the investigator from the Collin SO shall be reimbursed to Collin SO upon the presentation of an invoice itemizing the expenditures to be reimbursed supported by payment records from the Collin SO.
- 4.03 The Collin SO shall present an invoice no later than every quarter. The quarterly invoicing shall be present on or before the last day of the month following the end of each quarter. The invoice for the grant year ending August 31, 2009 must be received in the office of the North Texas Auto Theft Task Force of Dallas County, Texas on or before October 31, 2009.

- 4.04 It is agreed between Dallas County and the Collin SO that the total reimbursement shall be 80% of actual expenses incurred and shall not exceed **\$85,489.00** in total reimbursement.
- 4.05 Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

ARTICLE V

OWNERSHIP OF EQUIPMENT

- 5.01 Upon termination of this agreement, ownership of equipment, hardware, and other non-expendable items will revert to Dallas County for which it was acquired, subject to the approval of the Automobile Burglary and Theft Prevention Authority of the State of Texas.

ARTICLE VI

AMENDMENTS

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

ARTICLE VII

LEGAL CONSTRUCTIONS

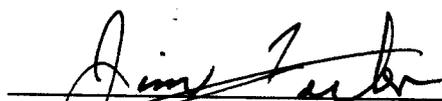
- 7.01 In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII

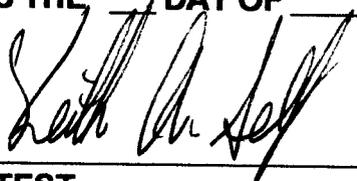
ENTIRE AGREEMENT

8.01 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.

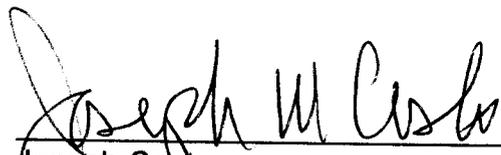
EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE _____ DAY OF _____, 2009.



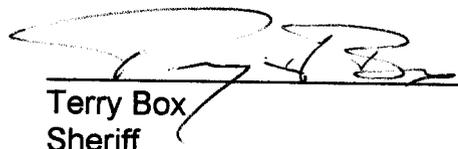
ATTEST
Honorable Jim Foster
Dallas County Judge



ATTEST
Honorable Keith Self
Collin County Judge



Joseph Costa
Assistant Chief / Project Director
Dallas Sheriff's Department



Terry Box
Sheriff
Collin County Sheriff's Office

EXHIBIT A**COLLIN SO
INVESTIGATOR
PAY / BENEFITS
FOR FY-2009**

	BASE	20% CASH MATCH	TOTAL REIMBURSED
YEARLY BASE SALARY	75,279	15,056	60,223
FICA	5,759	1,152	4,607
RETIREMENT	9,410	1,882	7,528
INSURANCE	8,899	1,780	7,119
WORKERS COMP	252	50	202
UNIFORMS	525	105	420
CERTIFICATION/ LONGEVITY PAY	3,783	757	3,026
OTHER	1,080	216	864
OVERTIME	1,500	0	1,500
TOTAL FRINGE	31,208	5,942	25,266
GRAND TOTAL	106,487	20,998	85,489

ORDER NO. 2008 1352

35

DATE: JULY 22, 2008

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 22nd day of July, 2008, on the motion made by Mike Cantrell, Comm. of Dist. 2, and seconded by John Wiley Price, Comm. of Dist. 3, the following Order was adopted:

WHEREAS, the North Texas Auto Theft Task Force's FY 2009 Texas ABTPA grant award was briefed to the Commissioners Court July 8th, 2008; and

WHEREAS, the North Texas Auto Theft Task Force is a specialized multi-jurisdictional response to auto theft, auto burglaries and insurance fraud that includes personnel from Dallas County, Collin County, City of Lancaster, the National Insurance Crime Bureau and the Texas Department of Public Safety; and

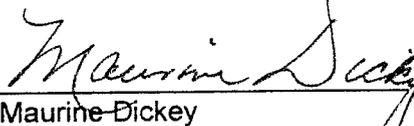
WHEREAS, the grant award is for the sixteenth consecutive year of ABTPA funding in the amount of \$974,521 in grant funds and with an in-kind match provided by participating agencies in the amount of \$364,832 for a total project cost of \$1,339,353 ; and

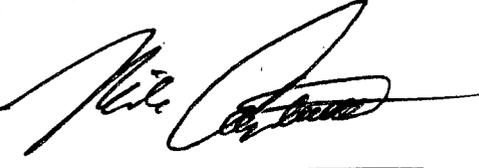
WHEREAS, the grant request complies with the Dallas County Strategic Plan, Strategy 3.2, Coordinate Programs and Systems to Reduce Crime in Dallas County. It is the desire of the Commissioners Court to continue this program.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court approves acceptance of the North Texas Auto Theft Task Force's grant award from the Texas Automobile Burglary and Theft Prevention Authority for \$1,339,353 and authorize the County Judge to sign all related documents.

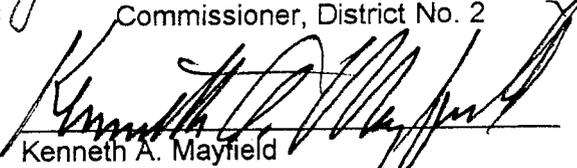
DONE IN OPEN COURT this the 22nd day of July, 2008

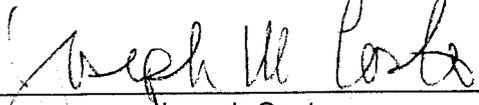

Jim Foster
Dallas County Judge


Maurine Dickey
Commissioner, District No. 1


Mike Cantrell
Commissioner, District No. 2


John Wiley Price
Commissioner, District No. 3


Kenneth A. Mayfield
Commissioner, District No. 4

Recommended by: 
Joseph Costa
Assistant Chief Deputy / Project Director

**Texas Automobile Burglary and Theft
Prevention Authority
Statement of Grant Award**

Grant Number: SA-T01-10047-09
Grantee Name: Dallas County
Project Title: North Texas Auto Theft Task Force
Grant Period: 09/01/2008 - 08/31/2009

ABTPA Award: \$974,521
Grantee Cash Match: \$364,832
Grantee In-Kind Match: \$0
Total Project Cost: \$1,339,353

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant. The approved budget is reflected in the attached Approved Budget Summary. This grant is subject to and conditioned upon acceptance of the ABTPA Grant Application and Administration Guidelines (Guide) promulgated for this specific program fund (referenced above) through the Automobile Burglary and Theft Prevention Authority. Applicable special conditions are contained in the Guide or cited below. Total project costs must be accounted for in accordance with the Uniform Grant and Contract Management Standards and the Guide.

GRANTEE REQUEST FOR FUNDS

All Grantee request for funds shall be submitted to ABTPA in accordance with the instructions provided by ABTPA and shall be in the form required by ABTPA. Requests for funds will not be honored until all special conditions outlined on the Statement of Grant Award and that required action on the part of the grantee have been satisfied.

GRANT ADJUSTMENTS

Grantee shall submit written requests for grant adjustments, as required by the applicable ATPA Rule contained in the Grant Application and Administration Guidelines for this specific program fund.

Special Conditions and Requirements:

City/County Resolution

Cooperative Working Agreements

Interagency Agreement and Approval

JUN 27 2008

AWARD DATE



SUSAN SAMPSON

Automobile Burglary and Theft Prevention Authority
4000 Jackson Avenue, Austin, Texas 78731 512/374-5101

TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas Dallas County
hereinafter referred to as Grantee, has heretofore submitted a grant application to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled North Texas Auto Theft Task Force,
and further identified by grant number SA-T01-10047-09; and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced by the Statement of Grant Award from the Automobile Burglary and Theft Prevention Authority dated 06/27/2008, certain special requirements; and

Whereas, the Grantee desires to accept the Grant Award, the Uniform Grant and Contract Management Standards and special requirements as evidenced by the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniform Grant and Contract Management Standards and special requirements in the grant application and the Statement of Grant Award as evidenced by the agreement, executed by the project director, the financial officer and the official authorized to sign the original grant application, or the official's successor, as presiding officer of and on behalf of the governing body of this grantee; and

Now, therefore, the Grantee shall designate either the project director or financial officer to coordinate and be solely responsible for the submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is Joseph Costa, Project Director.

NON-LOBBYING CERTIFICATION:

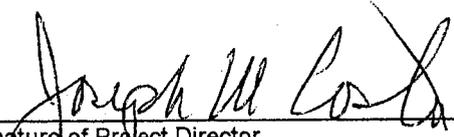
We, the undersigned, certify that none of the grant funds, regardless of their sole source or character, including local cash assumption of costs funds, shall be used in any manner to influence the outcome of any election or passage or defeat of any legislative measure.

A finding that a grantee has violated the certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Automobile Burglary and Theft Prevention Authority.

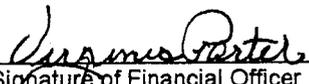
Certified By:

Date:

July 15, 2008



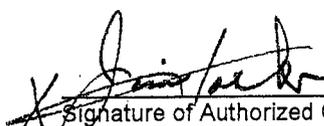
Signature of Project Director



Signature of Financial Officer

Joseph Costa / Project Director
Name and Title (must print or type)
133 N. Industrial Blvd., LB-31
Official Agency Address (street or post office)
Dallas, Texas 75207 / 214-653-3454
City/Zip Code/Telephone Number

Virginia Porter / Dallas County Auditor
Name and Title (must print or type)
509 Main Street, Suite 407
Official Agency Address (street or post office)
Dallas, Texas 75202 / 214-653-6471
City/Zip Code/Telephone Number



Signature of Authorized Official

Honorable Jim Foster / Dallas County Judge
Name and Title (must print or type)
411 Elm Street
Official Agency Address (street or post office)
Dallas, Texas 75207 / 214-653-7555
City/Zip Code/Telephone Number

**Texas Burglary and Automobile Theft
Prevention Authority
Approved Budget Summary**

Grant Number:	SA--T01-10047-09	Region:	0400
Grantee:	Dallas County	Date:	06/26/08
Project Title:	North Texas Auto Theft Task Force		
Grant Period:	09/01/2008 to 08/31/2009		
Funding Source:	Auto Burglary & Theft Prevention Authority		

	ABTPA	Cash Match	In-Kind	TOTAL
A. Personnel:	\$787,835	\$333,012		\$1,120,847
B. Contractual:				\$0
C. Travel:	\$7,000			\$7,000
D. Equipment:				\$0
E. Supplies:	\$179,686	\$31,820		\$211,506
F. Indirect:				\$0
Total:	\$974,521	\$364,832	\$0	\$1,339,353

Budget Detail:

- A. Project Commander 100% \$88,428; Texas DPS Cmdr. 20% \$6,203;
 Dallas Co. Deputy Sheriff-Sr. Sgt. 100% \$66,872; Dallas Co. Deputy Sheriff-(1F) 100% \$58,115;
 Dallas Co. Deputy Sheriff 100% \$58,115; Dallas Co. Deputy Sheriff 100% \$58,115;
 Dallas Co. Deputy Sheriff 100% \$58,115; Dallas Co. Deputy Sheriff 100% \$58,115;
 Dallas Co. Deputy Sheriff 100% \$58,115; Collin Co. Deputy Sheriff 80% \$60,223;
 Secretary/ Receptionist 100% \$34,361; City of Lancaster-Officer 34% \$20,000;
 Fringe Benefits \$163,058
- C. In-State: ABTPA Meetings \$4,000; ABTPA & TDI Training \$3,000
- E. Lease of Equipment \$1,576; Vehicle Maint. & Operating \$48,792; Vehicle Lease \$66,613;
 Postage/Shipping \$300; Cellular Phone \$25,734; Office Supplies \$7,800; Rental of Storage/Shop
 \$6,000; Parking \$7,200; Field Supplies \$5,928; Membership Fee's \$1,730; Promotional Items
 \$5,000; Reference/Law Books \$637; Tracking Device (Air Time) \$2,376