

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 April 1, 2010 through March 31, 2011; and

WHEREAS, the grant is entitled Internet Crimes Against Children (Grant Number 2010-MC-CX-K037), 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 seven thousand five hundred dollars (\$7,500.00). 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 April 30, 2011. 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 April 1, 2010 through March 31, 2011. 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:

Copy to:

David O. Brown
Chief of Police
Dallas Police Department
1400 S. Lamar Street
Dallas, Texas 75215

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:

Copy to:

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

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.

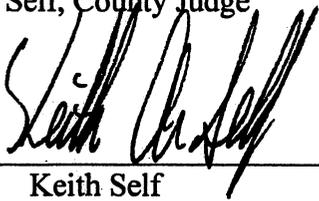
VIII.

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 3 day of January, 2011, by the City of Dallas, by and through its duly authorized officials pursuant to City Council Resolution No. 102590, and by Collin County by and through its duly authorized officials. However, the effective date of this Agreement is April 1, 2010.

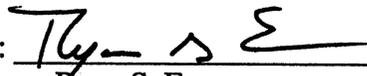
COLLIN COUNTY

Keith Self, County Judge

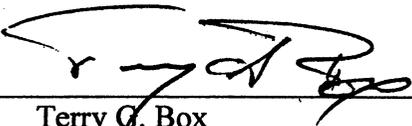
By: 
Keith Self
County Judge

CITY OF DALLAS

Mary K. Suhm, City Manager

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

WHEREAS, the City of Dallas applies for grant funds available from the U.S. Department of Justice to aid missing and exploited children; and

WHEREAS, the services of the Dallas County District Attorney's Office, Tarrant County District Attorney's Office, Potter County District Attorney's Office, Collin County Sheriff's Office, Lubbock Police Department , Arlington Police Department , Garland Police Department , Longview Police Department, Fox Valley/Internet Crimes Training and Technical Assistance Program in , and Dallas Children's Advocacy Center are approved by the execution of Cooperative Working Agreements, and the Fox Valley Technical College sponsor of the Internet Crimes Against Children training session; and

WHEREAS, the 2010 Internet Crimes Against Children Continuation Grant supplement No. 2010-MC-CX-K037, was awarded to the City of Dallas on July 28, 2010; and

WHEREAS, the 2010 Internet Crimes Against Children Continuation Grant supplement No. 2010-MC-CX-K037 was accepted and appropriations and expenditures were authorized by the Dallas City Council on October 13, 2010; and

WHEREAS, execution of the Internet Crimes Cooperative Working Agreements with the Dallas County District Attorney's Office, Tarrant County District Attorney's Office, Potter County District Attorney's Office, Collin County Sheriff's Office, Lubbock Police Department , Arlington Police Department, Garland Police Department , Longview Police Department, Fox Valley/Internet Crimes Training and Technical Assistance Program in, and Dallas Children's Advocacy Center training session, must be authorized by the Dallas City Council;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager be and is hereby authorized to enter into the respective Internet Crimes Cooperative Working Agreements with the Dallas County District Attorney's Office, Tarrant County District Attorney's Office, Potter County District Attorney's Office, Collin County Sheriff's Office, Lubbock Police Department, Arlington Police Department, Garland Police Department, Longview Police Department, Fox Valley/Internet Crimes Training and Technical Assistance Program, and Dallas Children's Advocacy Center training sessions.

Section 2. That the City Controller is hereby authorized to pay:

An amount not the exceed \$14,000 from Fund F411, Department DPD, Unit 2728, Object 3099, and Encumbrance Number PX2728CR11A01, Commodity 95217, Vendor Number 014003 (Dallas County District Attorney's Office);

Section 2. (Continued)

An amount not to exceed \$11,500 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A02, Commodity 95217, Vendor Number 331260 (Tarrant County District Attorney's Office);

An amount not to exceed \$5,000 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A03, Commodity 95217, Vendor Number VC0000001926 (Potter County District Attorney's Office);

An amount not to exceed \$7,500 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A04, Commodity 95217, Vendor Number VS0000014264 (Collin County Sheriff's Department);

An amount not to exceed \$5,000 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A06, Commodity 95217, Vendor Number VC0000009161 (Lubbock Police Department);

An amount not to exceed \$10,000 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A07, Commodity 95217, Vendor Number 520488 (Arlington Police Department);

An amount not to exceed \$7,000 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A08, Commodity 95217, Vendor Number 268175 (Garland Police Department);

An amount not to exceed \$13,500 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A09, Commodity 95217, Vendor Number 516362 (Longview Police Department);

An amount not to exceed \$56,780 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A10, Commodity 95217, Vendor Number VC0000006486 (Fox Valley/internet Crimes Training and Technical Assistance Program);

An amount not to exceed \$13,500 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A11, Commodity 95217, Vendor Number 263854 (Dallas Children's Advocacy Center);

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

OCT 13 2010

Michael Elliott
City Secretary