

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 \$1,288,680.00 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 **\$19,597** 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 Riverfront 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 **\$82,585.00** 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, 2012 or the execution of this agreement, if later than September 1, 2012, and to end August 31, 2013. 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 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 \$19,597.00

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 "E" 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, 2013 must be received in the office of the North Texas Auto Theft Task Force of Dallas County, Texas on or before October 31, 2013.

- 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 **\$82,585.00** 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

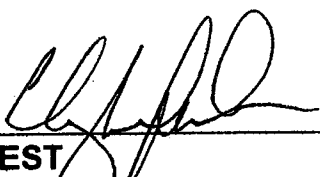
- 7.01 In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal,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

ARTICLE VIII

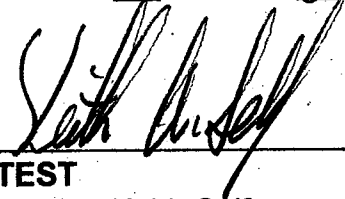
ENTIRE AGREEMENT

- 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.

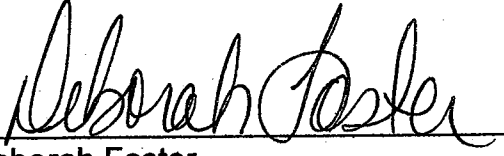
EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 1st DAY OF October, 2012.



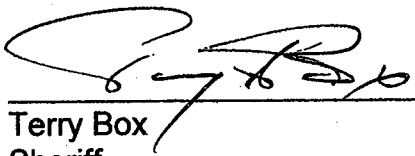
ATTEST
Honorable Clay Jenkins
Dallas County Judge



ATTEST
Honorable Keith Self
Collin County Judge



Deborah Foster
Chief Deputy / Project Director
Dallas Sheriff's Department



Terry Box
Sheriff
Collin County Sheriff's Office

EXHIBIT A**COLLIN SO
INVESTIGATOR
PAY / BENEFITS
FOR FY-2013**

	BASE	20% CASH MATCH	TOTAL REIMBURSED
YEARLY BASE SALARY	75,427	0	75,427
FICA	5,602	444	5,158
RETIREMENT	5,639	5,639	0
INSURANCE	9,517	9,517	0
WORKERS COMP	0	0	0
UNIFORMS	0	0	0
CERTIFICATION/ LONGEVITY PAY	3,997	3,997	0
OTHER			
TOTAL FRINGE	24,755	19,597	5,158
OVERTIME	2,000		2,000
GRAND TOTAL	102,182	19,597	82,585

Texas Automobile Burglary and Theft
Prevention Authority
Statement of Grant Award

Grant Number: SA-T01-10047-13
Grantee Name: Dallas County
Project Title: North Texas Auto Theft Task Force
Grant Period: 09/01/2012 - 08/31/2013

ABTPA Award: \$951,529
Grantee Cash Match: \$337,151
Grantee In-Kind Match: \$0
Total Project Cost: \$1,288,680

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 ABTPA Rule contained in the Grant Application and Administration Guidelines for this specific program fund.

Special Conditions and Requirements:

Interagency Agreement and Approval

JUL 09 2012

AWARD DATE



CHARLES CALDWELL

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

EXHIBIT D

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-T01-10047-13; 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 06/26/2012, certain special requirements; and

Whereas, the Grantee desires to accept the grant award, the Uniformed 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 Uniformed 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 the financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is DEBBIE FOSTER, PROJECT DIRECTOR

NON-LOBBYING CERTIFICATION:

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the 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 23, 2012

Debbie Foster
Signature of Project Director Asst.

Mickey S. Tolbert
Signature of Project Manager

Debbie Foster - Chief Deputy
Name & Title (must print or type)

MICKEY S. TOLBERT - SENIOR SERGEANT
Name & Title (must print or type)

133 N. Riverfront Blvd LB-31
Official Agency Address (street or post office box)

133 N. RIVERFRONT BLVD LB-31
Official Agency Address (street or post office box)

Dallas, TX 75202 (214-653-3451)
City/Zip Code/Telephone Number

DALLAS, TX 75202 (214-653-3430)
City/Zip Code/Telephone Number

Clay Lewis Jenkins
Signature of Authorized Official

Virginia Porter
Signature of Financial Officer

Clay Lewis Jenkins
Dallas County Judge
Name & Title (must print or type)

VIRGINIA PORTER Dallas County Auditor
Name & Title (must print or type)

111 ELM STREET
Official Agency Address (street or post office box)

509 MAIN STREET, SUITE 407
Official Agency Address (street or post office box)

DALLAS, TX 75207 (214-653-7558)
City/Zip Code/Telephone Number

DALLAS, TX 75202 (214-653-6471)
City/Zip Code/Telephone Number

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

EXHIBIT E

Grant Number: SA--T01-10047-13
Grantee: Dallas County
Project Title: North Texas Auto Theft Task Force
Grant Period: 09/01/2012 to 08/31/2013
Funding Source: Auto Burglary & Theft Prevention Authority

Region: 0400
Date: 07/10/12

	ABTPA	Cash Match	In-Kind	TOTAL
A. Personnel:	\$789,473	\$315,331		\$1,104,804
B. Contractual:				\$0
C. Travel:	\$10,000			\$10,000
D. Equipment:				\$0
E. Supplies:	\$152,056	\$21,820		\$173,876
F. Indirect:				\$0
Total:	\$951,529	\$337,151	\$0	\$1,288,680

Budget Detail:

- A.** Project Commander \$91,081; Sr. Sergeant \$68,878; Field Supervisor \$64,058; Secretary/Receptionist \$35,393; Deputy Sheriff \$57,309; Deputy Sheriff \$59,858; Deputy Sheriff \$59,858; Deputy Sheriff \$59,858; Deputy Sheriff \$59,858; Collin County Sergeant \$75,427; Fringe Benefits \$157,895
- C.** In-State:
ABTPA Meetings & Conference \$6,080; TAVTI & TDI Conference \$3,730; Training \$190
- E.** Lease of Equipment \$1,360; Vehicle Maintenance & Operating Cost \$72,072; Vehicle Lease \$30,600; Postage/Shipping \$300; Cell Phone & Mobile Digital Use \$17,100; Office Supplies \$5,000; Rental of Storage/Shop \$6,000; Parking \$6,240; Field Supplies \$ 5,676; Membership Fees \$920; Promotional Items \$5,000; Reference/Law Books \$588; Tracking Device \$1,200

District Attorney Contract

WHEREAS, the office of the Collin County Criminal District Attorney of Collin County, Texas, and the North Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and,

WHEREAS, the parties to this contract are identified as the District Attorney of Collin County, Texas (hereafter referred to as the District Attorney) and the North Texas Auto Theft Task Force, being that group organized pursuant to a grant by and through the Automobile Burglary and Theft Prevention Authority (hereinafter referred to as the Task Force); and,

WHEREAS, the District Attorney of Collin County, Texas has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and,

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft related offenses; and,

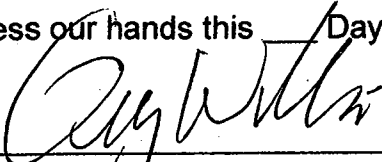
NOW, THEREFORE, it is mutually agreed by and between the District Attorney and the Task Force, as follows:

1. The District Attorney shall diligently pursue all forfeiture actions which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
 - a. Upon seizure of funds or property by the Task Force under the provisions of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the forfeiture action.
 - b. Upon final disposition of the Forfeiture action, all funds and all property attributable to the efforts of the Task Force shall be awarded to the Task Force.

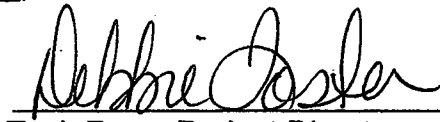
All property and funds awarded to the Task Force under forfeiture action represent Program Income (see ABTPA Grant Application). Up to the total grant amount of \$ 1,288,680.00 these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, Subpart C, Section 25, Paragraph (g) (2). Any Program Income (forfeiture, etc.) in excess of the grant award amount may be retained by the grantee with ABTPA approval and must be used for purposes that further the objectives of the project.

3. This agreement shall be in effect for the term of the Task Force grant award dates, September 01, 2012, to August 31, 2013, It is Agreed and Noted.

Witness our hands this _____ Day of _____, 2012.



District Attorney
Collin County, Texas



Task Force Project Director
North Texas Auto Theft Task Force

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