

INTERLOCAL AGREEMENT

CITY OF DALLAS AND THE TARRANT COUNTY DISTRICT ATTORNEY'S OFFICE

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 the Tarrant County District Attorney's Office, Texas, hereinafter called "Tarrant County District Attorney's Office."

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 (ICAC) 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 the Tarrant County District Attorney's Office desire to enter into an agreement regarding the North Texas (Dallas) Internet Crimes Against Children Task Force; and

WHEREAS, the City of Dallas, for its Police Department, has applied for and received from the DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period runs from October 1, 22 through September 30, 2023; and

WHEREAS, the grant is entitled Internet Crimes Against Children (Grant Number 25PJDP-22-GK-04883-MECP, hereinafter called "Project", and

WHEREAS, the Dallas Police Department has asked the Tarrant County District Attorney's Office to participate in fulfilling the purpose of the grant.

NOW THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by City and the Tarrant County District Attorney's Office for the mutual consideration stated herein:

I.

For the consideration hereinafter agreed to the Tarrant County District Attorney's Office undertakes, covenants and agrees to:

1. Provide staff and resources to prosecute Internet crimes against children within its jurisdiction so as to assist the Internet Crimes Against Children Grant Project in achieving its goals.
2. Accept criminal case referrals for prosecution as appropriate that may be forwarded from the Dallas Police Department.
3. On a quarterly basis provide the Dallas Police Department with an activity report describing cases prosecuted by personnel funded by this Grant.
4. Maintain documentation of all partial salary and overtime expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person earning the salary or overtime, the date(s) worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's hourly and overtime pay rate as appropriate, and a brief explanation of the activity undertaken to earn the salary or overtime. This expenditure report must carry an original signature of a Tarrant County District Attorney's Office official and be supported by departmental payroll records which correspond to the salary or overtime payments. This salary and overtime expenditure 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 and title 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 carry the signature of a Tarrant County District Attorney's Office official and be supported by receipts, invoices, 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 and itemized inventory list of all supplies, equipment, or services purchased by the Tarrant County District Attorney's Office with funds from the Internet Crimes Against Children Grant. Inventory list entries of major hardware items such as computers, monitors, printers, and the like must also include the brand name and model, serial number, the Tarrant County District Attorney's Office's property inventory tag number assigned to the specific item, and the current physical location of the property. This inventory list must be supported by receipts, invoices, or other appropriate documentation. The inventory list will be submitted to the Dallas Police Department when requested.

7. Allow the Internet Crimes Against Children Grant Manager or his/her designate to make one or more on-site visits for the purpose of assessing the compliance of the Tarrant County District Attorney's Office 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 the Tarrant County District Attorney's Office'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 the Tarrant County District Attorney's Office a sum not to exceed ten thousand dollars (\$10,000.00). This sum is to reimburse the Tarrant County District Attorney's Office's for expenses incurred for partial salary of a grant-sponsored position, overtime, training, travel, and/or equipment as deemed necessary and appropriate by the Tarrant County District Attorney's Office's for its operations to combat Internet-related crimes against children. The Tarrant County District Attorney's Office will submit an estimate of expenses to the City of Dallas for approval before any expenditures are made. Once approval has been given, the Tarrant County District Attorney's Office will submit an invoice to the City for reimbursement of expenses under the terms of this agreement up to six times, but no reimbursement request will be accepted after September 30, 2023. Reimbursement for allowable expenses incurred shall be made by the Dallas Police Department to the Tarrant County District Attorney's Office as quickly as possible after receipt of invoices, but not longer than 45 days after reimbursement has been requested by the Tarrant County District Attorney's Office, detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Lt. Cyrus Zafrani
Dallas Police Department
1400 Botham Jean Blvd.
Dallas, Texas 75215-1815

The Contract amount may increase if, in the future, additional funds become available to grant to Tarrant County District Attorney's Office. If additional funds are available in the future to grant to Tarrant County District Attorney's Office, CITY will give written notice and Tarrant County District Attorney's Office may accept or reject the additional funds by giving written notice of the intent to the CITY.

III.

During the performance of this Interlocal Agreement, the Tarrant County District Attorney's Office 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 the Tarrant County District Attorney's Office will remain property of the Tarrant County District Attorney's Office.

IV.

The term of this Agreement shall be from October 1, 2022 through September 30, 2023. 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. If at which time during the grant period, the City of Dallas receives an extension to the original grant, the Contract may be extended further by CITY giving Tarrant County District Attorney's Office written notice of new term.

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:

Eddie Garcia
Chief of Police
Dallas Police Department
1400 Botham Jean
Dallas, Texas 75215

Copy to:

T.C. Broadnax
City Manager
City of Dallas
City Hall, Room 4/E/N
1500 Marilla Street
Dallas, Texas 75201

If intended for the
Tarrant County District Attorney's Office, to:

Phil Sorrells
District Attorney
100 E. Weatherford
Fort Worth, TX 76196

Copy to:

Ann Durfee
Business Manager
100 E. Weatherford
Fort Worth, TX 76196

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 _____, 2023, by the CITY, by and through its duly authorized officials pursuant to City Council Resolution No. 22-1803, and by the Tarrant County District Attorney's Office by and through its duly authorized officials. However, the effective date of this Agreement is October 1, 2022.

Recommended By:

Eddie Garcia
Chief of Police

APPROVED AS TO FORM
Christopher Caso
City Attorney

By: _____
Assistant City Attorney
AK

CITY OF DALLAS
T. C. Broadnax
City Manager

By: _____
Assistant City Manager

APPROVED AS TO FORM
Phil Sorrells
District Attorney

By: *Phil Sorrells*
District Attorney

TARRANT COUNTY
Tim O'Hare
County Judge

By: _____
County Judge