

INTERLOCAL AGREEMENT

TARRANT COUNTY AND THE CITY OF ARLINGTON

STATE OF TEXAS

COUNTY OF TARRANT

This INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between Tarrant County (“County”) and the City of Arlington, Texas (the “City”).

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 Enhanced Collaborative Model Task Force to Combat Human Trafficking is a grant program funded under an award by the United States Department of Justice (the “DOJ”) through their Office of Victims of Crime (the “OVC”); and

WHEREAS, County and the City desire to enter into an agreement regarding the Tarrant County Human Trafficking Task Force; and

WHEREAS, the County, for its Sheriff’s Office, has applied for and received from the DOJ a grant to target human trafficking in Tarrant County, in the State of Texas, the grant period runs from October 1, 2020 through September 30, 2023; and

WHEREAS, the grant is entitled Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant (Grant Number 2020-VT-BX-K028) (the “Project”), and

WHEREAS, the Tarrant County Sheriff’s Office has asked the City to participate in fulfilling the purpose of the grant.

NOW THEREFORE, this Agreement is hereby made and entered into by County and the City for the mutual consideration stated herein:

I.

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

1. Send a staff member to the IACP: Beyond the Basics: Advancing Human Trafficking Investigations and Prosecutions training event set for June 13, 2023 through June 15, 2023 in Cincinnati, Ohio (the "Training Event"). The Training Event will assist the Enhanced Collaborative Model Task Force to Combat Human Trafficking Project in achieving its goals.
2. Maintain documentation of training expenditures associated with the Training Event. The Training Event expenditures, which are to be reimbursed by the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant, shall be airfare, lodging and per diem. This documentation will include the name and title of the person attending the Training Event and the exact payment amount to be charged to the Grant. This expenditure report must carry an original signature of a City official and be supported by departmental records which correspond to the Training Event cost payments. This expenditure report and support documentation will be submitted to the Tarrant County Sheriff's Office at the time reimbursement is requested.

II.

As consideration for sending staff to the Training Event, the County agrees to reimburse the City a sum not to exceed One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) (the "Contract Amount"). This sum is to reimburse the City for expenses incurred for the Training Event. The City may invoice the County for reimbursement of expenses, but no reimbursement request will be accepted after September 30, 2023. Reimbursement for Training Event expenses incurred shall be made by the Tarrant County Sheriff's Office to the City as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Scott Grazer
Tarrant County Sheriff's Office
200 Taylor St. 7th floor
Fort Worth, Texas 76196

III.

During the performance of this Agreement, the City 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.

IV.

The term of this Agreement shall be from April 1, 2023 through September 30, 2023.

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 County, to:

Sheriff Bill Waybourn
200 Taylor St. 7th floor
Fort Worth, Texas 76196

Copy to:
County Administrator
100 E. Weatherford St.
Fort Worth, Texas 76196

If intended for the City, to:

Al Jones
Chief of Police
620 W. Division St.
Arlington, Texas 76011

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.

IX.

In fulling its obligations under this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

EXECUTED this ____ day of _____, 2023, by the County, by and through its duly authorized officials, and by the City, by and through its duly authorized officials. However, the effective date of this Agreement is April 1, 2023.

Recommended By:

Bill Waybourn
Tarrant County Sheriff

Tarrant County

County Judge

By: _____

Approved as to form:

Criminal District Attorney's Office

By: James Marvin Nichols

City of Arlington

Assistant City Manager

By: _____

INTERLOCAL AGREEMENT

TARRANT COUNTY AND THE CITY OF FORT WORTH

STATE OF TEXAS

COUNTY OF TARRANT

This INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between Tarrant County (the “County”) and the City of Fort Worth, Texas (the “City”)

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 Enhanced Collaborative Model Task Force to Combat Human Trafficking is a grant program funded under an award by the United States Department of Justice (the “DOJ”) through their Office of Victims of Crime (the “OVC”); and

WHEREAS, County and the City desire to enter into an agreement regarding the Tarrant County Human Trafficking Task Force; and

WHEREAS, the County, for its Sheriff’s Office, has applied for and received from the DOJ a grant to target human trafficking in Tarrant County, in the State of Texas, the grant period runs from October 1, 2020 through September 30, 2023; and

WHEREAS, the grant is entitled Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant (Grant Number 2020-VT-BX-K028) (the “Project”), and

WHEREAS, the Tarrant County Sheriff’s Office has asked the City to participate in fulfilling the purpose of the grant.

NOW THEREFORE, this Agreement is hereby made and entered into by County and the City for the mutual consideration stated herein:

I.

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

1. Provide staff and resources to investigate human trafficking in within its jurisdiction so as to assist the Enhanced Collaborative Model Task Force to Combat Human Trafficking Project in achieving its goals.
2. Send a staff member to the IACP: Beyond the Basics: Advancing Human Trafficking Investigations and Prosecutions training event set for June 13, 2023 through June 15, 2023 in Cincinnati, Ohio; hereafter called the "Training Event". The Training Event will assist the Enhanced Collaborative Model Task Force to Combat Human Trafficking Project in achieving its goals.
3. On a quarterly basis provide the Tarrant County Sheriff's Office with an activity report describing cases investigated.
4. Maintain documentation of all overtime expenditures which are to be reimbursed by the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant. This documentation will include the name and title of the person earning the overtime, the date(s) worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's overtime pay rate as appropriate, and a brief explanation of the activity undertaken to earn the overtime. This expenditure report must carry an original signature of a City official and be supported by departmental payroll records which correspond to the overtime payments. This overtime expenditure report and support documentation will be submitted to the Tarrant County Sheriff's Office at the time reimbursement is requested
5. Maintain documentation of all travel and training expenditures associated with the Training Event which are to be reimbursed by the Enhanced Collaborative Model Task Force to Combat Human Trafficking 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 City 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 Tarrant County Sheriff's Office at the time reimbursement is requested.
6. Allow the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant Manager or his/her designate to make one or more on-site visits for the purpose of assessing the compliance of the City with the provisions of this Agreement.
7. When requested, provide the County with a copy of the Fort Worth Police Department'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 and sending staff to the Training Event, the County agrees to reimburse the City a sum not to exceed Forty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars (\$47,750.00) for overtime reimbursement and a sum not to exceed One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for the Training Event reimbursement (the "Contract Amounts"). These sums are to reimburse the City for expenses incurred for overtime as deemed necessary and appropriate by the City for its operations to combat human trafficking and travel and training expenses incurred for the Training Event. The City may invoice the County for reimbursement of expenses, but no reimbursement request will be accepted after September 30, 2023. Reimbursement for allowable expenses incurred shall be made by the Tarrant County Sheriff's Office to the City as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Scott Grazer
Tarrant County Sheriff's Office
200 Taylor St. 7th floor
Fort Worth, Texas 76196

The Contract Amount may increase if, in the future, additional funds become available to grant to the City. If additional funds are available in the future to grant to the City, the County will give written notice and The City may accept or reject the additional funds by giving written notice of the intent to the County.

III.

During the performance of this Agreement, the City 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.

IV.

The term of this Agreement shall be from April 1, 2023 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 County of Tarrant receives an extension to the original grant, the Contract may be extended further by

County giving the City 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 County, to:

Sheriff Bill Waybourn
200 Taylor St. 7th floor
Fort Worth, Texas 76196

Copy to:
County Administrator
100 E. Weatherford St.
Fort Worth, Texas 76196

If intended for the City, to:

Neil Noakes
Chief of Police
505 W. Felix St.
Fort Worth, Texas 76115

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.

IX.

In fulling its obligations under this Agreement, the City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. The City shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

EXECUTED this _____ day of _____, 2023, by the County, by and through its duly authorized officials, and by the City, by and through its duly authorized officials. However, the effective date of this Agreement is April 1, 2023.

Recommended By:

Bill Waybourn
Tarrant County Sheriff

Tarrant County

County Judge

By: _____

Approved as to form:

Criminal District Attorney's Office

By: James Marvin Nichols

City of Fort Worth

City Manager

By: _____

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

<p>Approval Recommended:</p> <p>By: _____ Name: [Redacted] Title: [Redacted]</p> <p>Approved as to Form and Legality:</p> <p>By: _____ Name: [Redacted] Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: _____</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: [Redacted] Title: [Redacted]</p> <p>City Secretary:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>
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