

David Mitcham
First Assistant

Vivian King
Chief of Staff



Harris County District Attorney's Office
500 Jefferson Street, Suite 600
Houston, TX 77002

HARRIS COUNTY DISTRICT ATTORNEY
KIM K. OGG

April 20, 2021

Honorable County Judge and
Members of Commissioners Court
Administration Building
1001 Preston Avenue
Houston, Texas 77002

Dear Members of Commissioners Court:

This letter is written to seek an order of Commissioners Court approving an Interlocal Agreement with the Houston Police Department for the Project 180 grant funded by the Office of the Governor for the Human Trafficking for the District Attorney's Office.

The backup material that accompanies this grant request includes the Interlocal Agreement, the required worksheet, and the Proposed Order. The state grant funds of \$782,399 remain unchanged for the new period beginning October 1st, 2019 and ending June 30th, 2021.

Your consideration is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Vivian King". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Vivian King
Chief of Staff

O R D E R

STATE OF TEXAS

COUNTY OF HARRIS

On this, 27th day of April 2021, the Commissioners Court of Harris County, Texas, sitting as the governing body of Harris County, upon motion of Commissioner _____, seconded by Commissioner _____, duly put and carried,

IT IS ORDERED that the Harris County Judge, or his/her designee is hereby authorized to approve an Interlocal Agreement with the Houston Police Department for the Project 180 grant funded by the Criminal Justice Division of the Governor's Office for the following project of the Harris County District Attorney's Office:

PROJECT 180 GRANT

State Funds: \$782,399

For a period
October 1st, 2019 and ending June 30th, 2021.

Said amendment for Funds is incorporated herein by reference and made a part hereof for all intents and purposes as if fully set out word for word.

In the event of loss or misuse of funds, the Commissioners Court of Harris County, Texas, assures that the funds will be returned to the Public Safety Office of the Governor's Office in full.

Presented to Commissioners' Court

Date _____
Recorded Volume _____ Page _____

INTERLOCAL AGREEMENT

Project 180 Funds Disbursement for HPD HTRA Operations

STATE OF TEXAS

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COUNTY OF HARRIS

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This Interlocal Agreement, hereinafter referred to as the “Agreement,” is entered into by and between Harris County, Texas, a body corporate and politic, acting by and through its commissioners court, herein after referred to as “Harris County,” and acting by and through the Harris County District Attorney’s Office, and the City of ~~Houston~~, Harris County, Texas, a home rule municipality and political subdivision of the State of Texas, hereinafter referred to as the “City,” acting pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and sometimes referred to as Party or Parties.

RECITALS

1. The Houston Police Department and Harris County District Attorney’s Office are partnering together to combat Human Trafficking by working together in the Human Trafficking Rescue Alliance (hereinafter HTRA) Taskforce and conducting investigations into those trafficking our youth and targeted adults through HTRA, Project 180 (hereinafter P180). and
2. Harris County received a grant award to fund the Project 180 program from the Office of the Governor of the State of Texas (hereinafter “Office of the Governor”) # 3514502 (FY20 State Criminal Justice Planning Funds - CSEP (Non-Specialty Courts) hereinafter P180 Grant) grant funding and approved to be utilized for operations conducted by HPD as referenced below; and
3. Harris County will continue to partner with the Houston Police Department (hereinafter “HPD”) by conducting HTRA, P180 and GCCASE investigations in Harris County, Texas. Harris County agrees to contribute \$30,000.00 (Thirty Thousand Dollars) in reimbursement P180 Grant funds for the payment of contract services provided by HPD officers to conduct operations to apprehend sellers for possible pre-arrest diversion and sex buyers; and
4. Harris County and the City agree to enter into this Agreement to carry out the HTRA goals, objectives and standards.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to provide for reimbursement for services of HPD officers to conduct operations to apprehend sellers for possible pre-arrest diversion and sex buyers in furtherance of the goals and purposes of the HTRA guidelines and protocols.

ARTICLE II
TERM

- 2.01 The term of this Agreement is to commence on the Countersignature Date by the City and execution by the Harris County Commissioners Court and terminate on the P180 Grant # 3514502 (FY20 State Criminal Justice Planning Funds - CSEP (Non-Specialty Courts)) grant expiration date, or on the termination date of any extension thereof granted by the Office of the Governor, whichever is later. In the event Office of the Governor P180 Grant funding is available for the purpose of this Agreement after the expiration date, the Parties are authorized to extend this Agreement by written letter for one year at a time for up to four additional years. The HPD Police Chief is authorized to approve such extension or extensions for the City.
- 2.02 Harris County and the City acknowledge that Harris County must apply each year for a continuation of this P180 Grant and that the P180 Grant can be discontinued at any time by the Office of the Governor. Should the P180 Grant be terminated or not renewed by the CJD for any reason, Harris County and the City agree to terminate this Agreement on the date the P180 Grant is terminated by Office of the Governor.
- 2.03 Either Party may terminate this Agreement by serving 30 days' prior written notice of termination on the other Party.

ARTICLE III
CONSIDERATION

- 3.01 Harris County will pay City based on itemized monthly invoices submitted by HPD and approved by Harris County showing overtime of HPD officers who conduct six HTRA operations at the rate of \$5,000 (Five Thousand Dollars) a day per operation, which shall not exceed \$30,0000 (Thirty Thousand Dollars). Harris County shall make payment to the City within thirty (30) days of

the receipt by Harris County of such invoices. If any items in any invoices submitted by HPD are disputed by Harris County for any reason, including lack of supporting documentation, Harris County shall temporarily delete the disputed item and pay the remaining amount of the invoice. Harris County shall promptly notify the City of the dispute and request clarification and/or remedial action. After any dispute is settled, the City shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The decision of Harris County regarding all disputes involving HPD invoices shall be final.

- 3.02 Harris County and the City acknowledge that during the term of this Agreement the amounts provided in **Exhibit "A"** may change as Harris County's application for renewal of P180 Grant funding in future years is reviewed by the Office of the Governor.
- 3.03 Harris County's obligation for payment under this Agreement, if any, is limited to the P180 Grant funds, which constitute the sole current revenue available for payment of performance under this Agreement. Unless adequate funds are received, Harris County shall have no obligation to pay HPD. The City must only look to these designated P180 Grant funds and to no other Harris County funds for the City's payment under this Agreement.

ARTICLE IV **SCOPE OF SERVICES**

- 4.01 The City agrees that HPD officers will conduct investigations into those trafficking our youth and targeted adults as directed and approved by HPD.
- 4.02 The City warrants that
 - (a) HPD's officers are not receiving dual compensation from the City and Harris County for the same services performed under the terms of this Agreement.
 - (b) It will cooperate with the Criminal Justice Division (CJD), its agents, representatives, and employees, and any other State of Texas agency regarding any audit, investigation or inquiry concerning the P180 Grant.
 - (c) HPD officers and victim services advocates assigned to work under the P180 Grant program remain employees of the Houston Police Department. Such officers shall be subject to all applicable rules, regulations, procedures, orders and training of HPD and the City.
 - (d) Nothing in this Agreement shall constitute an exception from, waiver of, or other basis upon which the HPD officers are permitted to fail to fully and promptly comply with all rules, regulations, procedures and other operating policies of HPD or the City.
- 4.03 The City and Harris County agree to comply with the Office of the Governor's rules, regulations, policies, guidelines and requirements provided in **"Exhibit B,"** as they relate to the Agreement and

use of grant funds.

ARTICLE V **INFORMATION/DATA**

- 5.01 The City shall keep all materials prepared hereunder and all Harris County District Attorney data it receives in strictest confidence excluding those documents and records filed in the Courts. Neither the City nor HPD shall divulge such information except as approved in writing by the Harris County District Attorney's Office or as otherwise required by law.
- 5.02 Harris County shall have the right to perform, or cause to be performed, (1) audits of the books and records of the City pertaining to HPD's performance under this Agreement, and (2) inspections of all places where work is undertaken in connection with this Agreement. HPD shall be required to keep such books and records available for such purpose for at least four (4) years after the ceasing of its performance under this Agreement and to insure the availability, usability and safety of such records. The location of such records shall be disclosed to Harris County upon request. The location of such records shall neither affect the time for bringing a cause of action, nor the applicable statute of limitations.
- 5.03 HPD agrees to make all data, reports, records, books, paper, documents and all other information in any form, electronically produced or otherwise, that are prepared, collected or assembled for and during performance of this Agreement, concerning, derived from or as a result of the P180 Grant, available to Harris County and the Harris County District Attorney's Office, through any authorized representative, within a reasonable time upon request.

ARTICLE VI **INSURANCE AND LIABILITY**

- 6.01 Harris County and the City are both governed by the presently applicable version of the Texas Tort Claims Act, §101.001 *et seq.*, as amended, Texas Civil Practice and Remedies Code, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of Harris County and the City. Each Party to this Agreement warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.
- 6.02 Each Party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another Party, regardless of where the individual's actions occurred. Each Party is solely responsible for the actions and/or omissions of its own employees and officers, to the extent permitted by Texas Law.
- 6.03 In accordance with Tex. Gov't Code Ann. § 791.006, each Party agrees that the civil liability

arising from any law enforcement action remains the responsibility of each Party responsible for its agency furnishing those services.

ARTICLE VII **COMPLIANCE WITH LAWS**

- 7.01 To the extent required by law, Harris County and the City shall comply with all applicable laws, standards, orders and regulations regarding equal employment that are applicable, and the City will comply with all applicable laws, standards, orders, and regulations related to City's performance of this Agreement, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30,.
- 7.02 Harris County and the City agree to abide by all pertinent federal, state and local laws and regulations.

ARTICLE VIII **AMENDMENTS**

- 8.01 Unless otherwise specified, this Agreement may be amended only by written instrument executed on behalf of Harris County and the City by each Party's duly authorized officials.

ARTICLE IX **LEGAL CONSTRUCTIONS**

- 9.01 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 X **ENTIRE AGREEMENT**

- 10.01 This Agreement supersedes 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.

ARTICLE XI **LIABILITY**

- 11.01 Each Party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage results from the joint or concurring negligence of the Parties, liability, if any, shall be shared by each Party based on comparative responsibility in accordance with the applicable

laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

ARTICLE XII **NOTICES**

- 12.01 Each Party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 12.02 Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

Harris County: **Harris County District Attorney’s Office**
Attn: District Attorney Kim Ogg
c/o Vivian King, Chief of Staff
500 Jefferson, Suite 600
Houston, TX 77002

Copy to: **Harris County District Attorney’s Office**
Barbara Armstrong, Deputy Chief of Staff
500 Jefferson, Suite 600
Houston, TX 77002

City: **Houston Police Department**
Attn: Chief Troy Finner
c/o Lieutenant Angela Merritt
1200 Travis
Houston, Texas 77002

- 12.03 A Notice is effective only if the Party giving or making the Notice has complied with subsections 12.01 and 12.02 and if the addressee has received the Notice. A Notice is deemed received as follows:
- 12.03.1 If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- 12.03.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the

Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

ARTICLE XIII
ASSURANCES

- 13.01 By signing below, the City makes the certifications and assurances as required in **Exhibit "B"** Assurances.

[Signature Page Follows]

**ARTICLE XI
SIGNATURES**

14.01 Harris County and the City have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

APPROVED:

Pat Jefferson Daniels,
Acting City Secretary

Sylvester Turner, Mayor

APPROVED:

COUNTERSIGNED BY:

Troy Finner, Chief of Police
Houston Police Department

Chris Brown, City Controller
Houston Police Department

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Senior Assistant City Attorney
L.D. File No. 0622100043001

HARRIS COUNTY, TEXAS

APPROVED:

HARRIS COUNTY

By: _____
KIM K. OGG
DISTRICT ATTORNEY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED AS TO FORM:
CHRISTIAN MENEFFEE
COUNTY ATTORNEY

By: _____
Barbara Smith Armstrong
Deputy Chief of Staff

By: _____
Assistant County Attorney

EXHIBIT "A"

THE CITY OF HOUSTON c/o HOUSTON POLICE DEPARTMENT

Reimbursement of HPD HTRA officers overtime expenses for conducting six full day operations into those trafficking our youth and targeted adults through the P180 Grant for the period through June 30, 2021.

Operational cost per day	\$5,000.00
Number of operations	x 6
	<hr/>
Total	\$30,000.00

EXHIBIT "B"

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply with Uniform Grant Management Standards (UGMS).
2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
4. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
5. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 41S, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.
6. When incorporated into a grant award or contract, these standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met.
7. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
8. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating

to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and G) the requirements of any other nondiscrimination statute(s) which may apply to the application.

9. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
13. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
14. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibits the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

ORDER

STATE OF TEXAS

COUNTY OF HARRIS

On this, 27th day of April 2021, the Commissioners Court of Harris County, Texas, sitting as the governing body of Harris County, upon motion of Commissioner _____, seconded by Commissioner _____, duly put and carried,

IT IS ORDERED that the Harris County Judge, or his/her designee is hereby authorized to approve an Interlocal Agreement with the Houston Police Department for the Project 180 grant funded by the Criminal Justice Division of the Governor's Office for the following project of the Harris County District Attorney's Office:

PROJECT 180 GRANT

State Funds: \$782,399

For a period
October 1st, 2019 and ending June 30th, 2021.

Said amendment for Funds is incorporated herein by reference and made a part hereof for all intents and purposes as if fully set out word for word.

In the event of loss or misuse of funds, the Commissioners Court of Harris County, Texas, assures that the funds will be returned to the Public Safety Office of the Governor's Office in full.

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INTERLOCAL AGREEMENT
Project 180 Funds Disbursement for HPD HTRA Operations

STATE OF TEXAS

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COUNTY OF HARRIS

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2. Harris County received a grant award to fund the Project 180 program from the Office of the Governor of the State of Texas (hereinafter “Office of the Governor”) # 3514502 (FY20 State Criminal Justice Planning Funds - CSEP (Non-Specialty Courts) hereinafter P180 Grant) grant funding and approved to be utilized for operations conducted by HPD as referenced below; and
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4. Harris County and the City agree to enter into this Agreement to carry out the HTRA goals, objectives and standards.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to provide for reimbursement for services of HPD officers to conduct operations to apprehend sellers for possible pre-arrest diversion and sex buyers in furtherance of the goals and purposes of the HTRA guidelines and protocols.

ARTICLE II
TERM

- 2.01 The term of this Agreement is to commence on the Countersignature Date by the City and execution by the Harris County Commissioners Court and terminate on the P180 Grant # 3514502 (FY20 State Criminal Justice Planning Funds - CSEP (Non-Specialty Courts)) grant expiration date, or on the termination date of any extension thereof granted by the Office of the Governor, whichever is later. In the event Office of the Governor P180 Grant funding is available for the purpose of this Agreement after the expiration date, the Parties are authorized to extend this Agreement by written letter for one year at a time for up to four additional years. The HPD Police Chief is authorized to approve such extension or extensions for the City.
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ARTICLE XI **LIABILITY**

- 11.01 Each Party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage results from the joint or concurring negligence of the Parties, liability, if any, shall be shared by each Party based on comparative responsibility in accordance with the applicable

laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

ARTICLE XII

NOTICES

- 12.01 Each Party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 12.02 Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

Harris County: **Harris County District Attorney’s Office**
Attn: District Attorney Kim Ogg
c/o Vivian King, Chief of Staff
500 Jefferson, Suite 600
Houston, TX 77002

Copy to: **Harris County District Attorney’s Office**
Barbara Armstrong, Deputy Chief of Staff
500 Jefferson, Suite 600
Houston, TX 77002

City: **Houston Police Department**
Attn: Chief Troy Finner
c/o Lieutenant Angela Merritt
1200 Travis
Houston, Texas 77002

- 12.03 A Notice is effective only if the Party giving or making the Notice has complied with subsections 12.01 and 12.02 and if the addressee has received the Notice. A Notice is deemed received as follows:
- 12.03.1 If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- 12.03.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the

Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

ARTICLE XIII
ASSURANCES

- 13.01 By signing below, the City makes the certifications and assurances as required in **Exhibit “B”** Assurances.

[Signature Page Follows]

**ARTICLE XI
SIGNATURES**

14.01 Harris County and the City have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

APPROVED:

Pat Jefferson Daniels,
Acting City Secretary

Sylvester Turner, Mayor

APPROVED:

COUNTERSIGNED BY:

Troy Finner, Chief of Police
Houston Police Department

Chris Brown, City Controller
Houston Police Department

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Senior Assistant City Attorney
L.D. File No. 0622100043001

HARRIS COUNTY, TEXAS

APPROVED:

HARRIS COUNTY

By: _____
KIM K. OGG
DISTRICT ATTORNEY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:

**APPROVED AS TO FORM:
CHRISTIAN MENEFFEE
COUNTY ATTORNEY**

By: _____
Barbara Smith Armstrong
Deputy Chief of Staff

By: _____
Assistant County Attorney

EXHIBIT "A"

THE CITY OF HOUSTON c/o HOUSTON POLICE DEPARTMENT

Reimbursement of HPD HTRA officers overtime expenses for conducting six full day operations into those trafficking our youth and targeted adults through the P180 Grant for the period through June 30, 2021.

Operational cost per day	\$5,000.00
Number of operations	x 6
	<hr/>
Total	\$30,000.00

EXHIBIT "B"

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply with Uniform Grant Management Standards (UGMS).
2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
4. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
5. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 41S, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.
6. When incorporated into a grant award or contract, these standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met.
7. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
8. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating

to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and G) the requirements of any other nondiscrimination statute(s) which may apply to the application.

9. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
13. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
14. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibits the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.