

18.h

JIM LEITNER  
FIRST ASSISTANT



CRIMINAL JUSTICE CENTER  
1201 FRANKLIN, SUITE 600  
HOUSTON, TEXAS 77002 1901

**PATRICIA R. LYKOS**  
District Attorney  
Harris County, Texas

February 9, 2010

10 FEB - 4 AM 9:01  
HARRIS COUNTY  
MANAGEMENT SERVICES

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

Vote of the Court:	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dear Members of Commissioners Court:

This letter is written to seek Commissioners' Court acceptance and approval for the Harris County District Attorney to enter into the attached Agreement between Harris County District Attorney's Office and the Pasadena Independent School District Police Department/Houston Metro Internet Crimes Against Children Task Force. This agreement will allow funding for one investigator position to help in the investigation and prosecution of internet crimes against children.

This agreement will pay up to \$90,000.00 and will cover February 9<sup>th</sup>, 2010 through December 31<sup>st</sup>, 2010.

Your consideration of this request is appreciated.

Sincerely,

Patricia R. Lykos

Presented to Commissioner's Court

FEB 09 2010

APPROVE GIL  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

US- og letter + order + copy backup

Dist Atty - copy letter + cc order + org backup + copy change form

RM - copy letter + backup + og change form

Budget (Heater) - copy

Telephone (713) 755 - 5800

Att. copy

Grant

02-02-10A09:23 F

Facsimile (713) 755 - 6865



# HARRIS COUNTY, TEXAS

Office of Budget Management 1310 Prairie, Suite 530 Houston, Texas 77002 (713) 755-3301

## Grants Coordination Section - Conveyance Form

Application

Award

<b>Department Name / Number</b> H/C DISTRICT ATTORNEY - 545		<b>DUNs</b> 072206378	<b>Grant Title</b> ICAC: Internet Crimes Investigator '11
<b>Funding Source:</b> U.S. Department of Justice: CFDA# 16.800		<b>Grant Agency:</b> Pasadena ISD	
<b>Program Year:</b> 1 st		<b>Program Ending:</b>	
<b>Grant Begin Date:</b> 02/09/2010		<b>Grant End Date:</b> 12/31/2010	
<b>Grant Org. Key:</b>		<b>If applicable, Prior Year Org. Key:</b> N/A	

### Grant Description:

Funded by the Office of Justice Programs' Office of Juvenile Justice and Delinquency Prevention through the American Reinvestment and Recovery Act of 2009, the Recovery Act Internet Crimes Against Children (ICAC) Initiatives provides funds to maintain and expand State and regional ICAC task forces to address technology-facilitated child exploitation. The task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, and investigate internet crimes against children.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	\$ 90,000.00	\$ 90,000.00	\$ 0.00
Non - Labor	\$ 0.00	\$ 0.00	\$ 0.00
Sub Tot. Incremental Cost	\$ 90,000.00	\$ 90,000.00	\$ 0.00
Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00 *
<b>TOTALS</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 0.00</b>

\* under development

Full Time Equivalent Positions

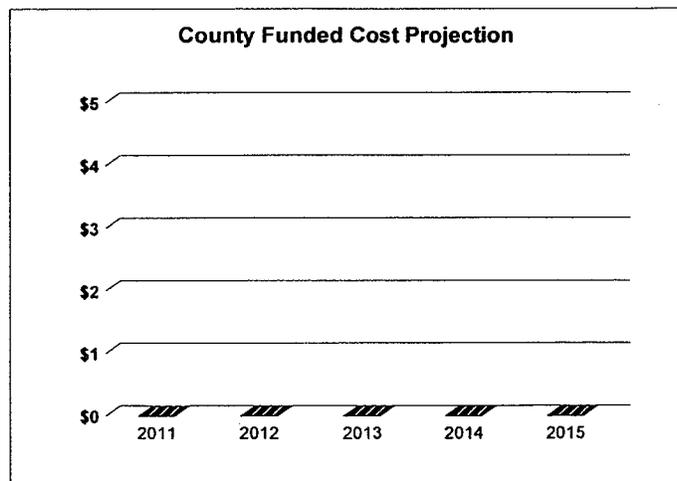
Date Grant Guidelines are Available

% of Positions Paid by Grant

Grant Submittal Deadline Date

### GCS Discussion:

The application for this grant program was not presented to Commissioners Court. The Texas Office of the Attorney General (OAG) is one of two Texas recipients of Recovery Act ICAC grant funding, of which Pasadena ISD, the coordinating ICAC Task Force agency for the Houston Metro Area, is a subrecipient. This agreement with Pasadena ISD provides funding for the addition of an Investigator to the District Attorney's Office to facilitate investigation and prosecution of internet crimes against children. Note: The intent of the agreement is that the full salary and benefits of the Investigator, up to \$90,000, are funded, but any amount over that, unless approved by the grantor, would be the responsibility of the County.



Completed by :

Cadow, Eric

Date :

2/3/10

Reviewed by :

Date :

2/3/10



STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

**AGREEMENT**

WHEREAS, this Agreement is made and entered into by and between the PASADENA INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT / HOUSTON METRO INTERNET CRIMES AGAINST CHILDREN TASK FORCE, hereinafter called "ICAC", and the HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE, acting by and through the Harris County District Attorney, with approval of Harris County, Texas, as indicated below, hereinafter called "HCDA".

WITNESETH:

WHEREAS, ICAC desires to have the Chief Investigator of the HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE, hereinafter called "CHIEF", authorize and direct one (1) HCDA'S INVESTIGATOR, hereinafter called "INVESTIGATOR", to devote that INVESTIGATOR's working time to the ICAC TASK FORCE.

WHEREAS, ICAC is willing to pay the HCDA an agreed amount equal to the cost to the HCDA for supplying law enforcement services, including salary and benefits, as determined by the Harris County Auditor or HCDA, so as to enable the INVESTIGATOR assigned by the CHIEF to provide those services:

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties is, it is AGREED as follows:

I.

The HCDA agrees to authorize the CHIEF to assign an INVESTIGATOR to provide law enforcement services to ICAC. As used herein, the phrase "working time" means the usual or normal hours that the INVESTIGATOR is required to work in any calendar month, the time the INVESTIGATOR is in court in connection with cases arising out of events occurring within the area, the time the INVESTIGATOR spends in preparing reports and documents pertaining to events occurring in the areas, the time the INVESTIGATOR spends transporting persons arrested in the area to jail, the time the INVESTIGATOR spends investigating crimes or possible crimes committed in the area, and the time spent in any and all activities related to performing law enforcement services for the ICAC shall be deemed working time. The items lists above are explanatory and the meaning for "working time" is not limited to said list.

II.

ICAC agrees to pay to Harris County up to the sum of \$90,000 ("Base Amount") for assignment of one (1) INVESTIGATOR to ICAC, for the first year included in this agreement. The Base Amount is based on one (1) INVESTIGATOR working eight (8) hours each day. The Base Amount shall remain consistent for the first year, except as otherwise provided under this agreement. Increases of the Base Amount shall include and incorporate the INVESTIGATOR's pay raises in accordance with compensation procedures of the HCDA.

The ICAC agrees to pay to the HCDA for any additional hours that ICAC requires of the INVESTIGATOR to provide law enforcement services. Any additional hours must be approved through the CHIEF or his designee.

As detailed below, ICAC further agrees that the Base Amount may be increased by a factor equal to Consumer Price Index – Urban (CPI-U) increases or three (3) percent, whichever is greater. The HCDA shall notify ICAC of any increases at least thirty (30) days prior to the effective date of the proposed increase.

The HCDA agrees to provide to the ICAC an invoice, at the beginning of each calendar month, setting forth costs for providing the law enforcement services to ICAC. The ICAC agrees to reimburse the HCDA the cost as set forth in the invoice within thirty (30) days of the date of such invoices. If ICAC, for any reason disputes any items in any invoices submitted by the HCDA, ICAC shall promptly notify the HCDA of the dispute and request clarification and/or remedial action. The decision of the HCDA regarding all disputes involving the cost for providing an INVESTIGATOR shall be final. Payment shall be made payable to the Harris County Treasurer, and mailed to the Harris County District Attorney, Attention: Operations Director, 1201 Franklin, Suite 600, Houston, Texas 77002. Invoices sent by the HCDA or Harris County Auditor shall be addressed to the PASADENA ISD POLICE / HOUSTON METRO INTERNET CRIMES AGAINST CHILDREN TASK FORCE 1515 CHERRYBROOK, PASADENA, TEXAS 77502 Attention: GENIA RIPLEY. Either party hereto may change its address for the purposes of this agreement by giving written notice of such change in the manner provided for in this agreement.

### III.

The term of this agreement shall commence February 9, 2010, and shall extend through December 31, 2010. This Agreement may be extended for additional years contingent on federal grant approval for salaries, as determined by ICAC, with the same terms and conditions upon the express written approval of the HCDA and the ICAC.

It is expressly understood and agreed that the period or term of this agreement may be terminated with or without notice by the HCDA at any time after ICAC has defaulted on any payment of any obligation hereunder. Further, it is expressly understood and agreed that the period or term of this agreement may be terminated by the HCDA or ICAC for any reason with 90-day written notice to the other party. Payments hereunder shall be pro-rated to effective date of cancellation.

Any notice permitted or required to be given in this section to ICAC shall be given postage prepaid, return receipt requests, and addressed to by registered or certified United States mail, to PASADENA ISD POLICE / HOUSTON METRO INTERNET CRIMES AGAINST CHILDREN TASK FORCE 1515 CHERRYBROOK, PASADENA, TEXAS 77502 Attention: Lt. Matthew Gray.

Any notice permitted or required to be given in this section to the HCDA shall be given by registered or certified United States mail, postage prepaid, return receipt requested, and addressed to the HCDA, Attention: Operations Division, 1201 Franklin, Suite 600, Houston, Texas 77002.

### IV.

Operating in accordance with the Harris County District Attorney's Office Operations Manual, it is expressly understood and agreed that any INVESTIGATOR assigned to work at the ICAC shall be subject to the exclusive control and supervision of the CHIEF and to the same extent as all other INVESTIGATORS, and shall have no duty or obligation to the ICAC other than those duties or obligations which the INVESTIGATOR would have to the public generally, to enforce state and federal laws and HCDA office policies and procedures.

V.

It is expressly agreed and understood between ICAC and the HCDA, that if, in the opinion of the CHIEF, it is necessary to use the INVESTIGATOR assigned to carry out this agreement for other duties due to an emergency, or other reasons as determined solely by the CHIEF, that the CHIEF may temporarily suspend the assignment of the INVESTIGATOR to comply with the agreement. It is, however understood by both the HCDA and ICAC that ICAC will be credited on a pro-rata basis for the charges hereunder if the INVESTIGATOR is temporarily assigned to other duties at the direction of the CHIEF.

VI.

Both parties mutually agree that the HCDA is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the HCDA are in no way to be considered employees of ICAC.

VII.

Should any litigation be commenced between the parties hereto concerning this agreement, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation. Nothing in this paragraph or this Agreement shall be construed so as to limit or waive the sovereign immunity of either Harris County, Texas, the HCDA or ICAC.

VIII.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performed in Harris County, Texas.

IX.

If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability 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.

X.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreements between the parties respecting the subject matter within.

XI.

No amendment, modification, or alteration of the terms hereof shall be binding unless submitted in writing, dated subsequent to the date hereof, and duly executed by both parties.

XII.

Neither party to this agreement may assign their rights, duties, or interest without first obtaining written consent of the other party. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. An assignment without the written agreement of both parties, or an assignment by operation of law, shall be void, and shall, at the option of either party, terminate this agreement.

IN WITNESS WHEREOF, the undersigned Harris County, ICAC and HCDA hereto execute this agreement to be effective on the 9<sup>th</sup> day of February, 2010.

HARRIS COUNTY DISTRICT ATTORNEYS OFFICE

By: \_\_\_\_\_  
Patricia R. Lykos  
District Attorney

HARRIS COUNTY

By: Ed Emmett  
Ed Emmett  
County Judge

HOUSTON METRO INTERNET CRIMES  
AGAINST CHILDREN TASK FORCE

By: \_\_\_\_\_  
Matthew Gray, Lt.  
Commander

By: \_\_\_\_\_  
C.E. Ellis  
Chief of Police

## POSITION CHANGE REQUEST FORM

1. Department Name/ORG Code: DISTRICT ATTORNEY / 545

2. Reason for the Request:

**Requires Commissioners Court Approval**

- New Position Requested
- Increase the Budget Maximum
- Department Reorganization
- Transfer Position
- Decrease the Budget Maximum
- Change Pos Hrs/Status
- Car Allowance Change
- End Position (Date) \_\_\_\_\_

**Requires Department Head or Designee Approval**

- Position Title Change Only
- GL ORG. Key Change
- Division Change
- JL Key Change
- JL Object Change
- Ledger Code Key Change

Position Requested Effective Date (<sup>1</sup>See NOTE below): 02/13/2010

Grant Effective Date (If applicable): 2/9/2010 to 12/31/2010

If all changes listed apply to multiple positions, you may list on the back, all position numbers to which the changes apply.

3. Current Position Title (If Applicable):

Current Position Number: \_\_\_\_\_

Ledger Code: \_\_\_\_\_

GL Key: \_\_\_\_\_

Division: \_\_\_\_\_

JL Key: \_\_\_\_\_

JL Obj: \_\_\_\_\_

Pos Stat: Reg 32+ Reg 32- PT Temp Model

Duration of Hrs per year: \_\_\_\_\_

Required Hrs per Wk: \_\_\_\_\_

Budget Maximum: \_\_\_\_\_ HR MTH

Max. Car Allowance: \_\_\_\_\_

4. New Position Title: Number of positions 1

INVESTIGATOR

New Position Number (HRRM Use Only): \_\_\_\_\_

Ledger Code: HC

GL Key: To be issued upon approval

Division: 5456

JL Key: A372000000

JL Obj: DEF54500

Pos Stat: Reg 32+ Reg 32- PT Temp Model

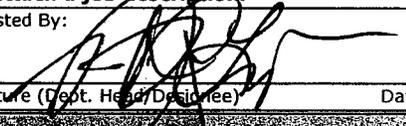
Duration of Hrs per year: 2080

Required Hrs per Wk: 40 8 5

New Budget Maximum: \$5,850.00 HR MTH

Max. Car Allowance: \$0.00

**IF APPLYING FOR A NEW JOB TITLE (a title not previously used in the department), ATTACH A JOB DESCRIPTION WHICH DEFINES: MINIMUM QUALIFICATIONS; JOB DUTIES; SUPERVISORY REQUIREMENTS AND JOB HEIRARCHY (what position does the job report to and what department jobs are equivalent/similar in responsibility). If job title has previously been used DO NOT attach a job description.**

Requested By:  \_\_\_\_\_  
Signature (Dept. Head/Designee)

Date: 2/1/10

Approved By: \_\_\_\_\_  
Governing Board (if applicable)

Date: \_\_\_\_\_

**APPROVALS**

Job Title Assigned (HRRM): \_\_\_\_\_ EEOC Code: \_\_\_\_\_

Job Code Assigned (HRRM): \_\_\_\_\_ WC Code: \_\_\_\_\_ Census Code: \_\_\_\_\_

Date Approved by Commissioners Court: 02/09/2010

<sup>1</sup>NOTE: Upon Commissioners Court or Board approval, the information is to be forwarded to Management Services - Human Resources for recording in the County's Payroll/Personnel System. The position change will ordinarily be effective on the latter of the first day of the pay period following approval or date requested.