

HARRIS COUNTY
PUBLIC INFRASTRUCTURE DEPARTMENT

1001 Preston, 5th Floor
Houston, Texas 77002
(713) 755-4400

April 2, 2008

Commissioners Court
Administration Building
Houston, TX 77002

Vote of the Court:	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Lee	☒	☐	☐
Comm. Garcia	☒	☐	☐
Comm. Radaack	☒	☐	☐
Comm. Eversole	☒	☐	☐

SUBJECT: Recommendation that the Executive Director of the Public Infrastructure Department be authorized to enter into a Memorandum of Understanding with the Harris County Sheriff's Office which would permit the Sheriff's Office to utilize the County's automated license plate recognition system

Dear Court Members:

It is recommended that the Executive Director of the Public Infrastructure Department be authorized to enter into a Memorandum of Understanding with the Harris County Sheriff's Office which would permit the Sheriff's Office to utilize the County's automated license plate recognition system. Utilization of this system will enable the Sheriff's Office to identify vehicles using the County's toll roads that are associated with or wanted in connection with violent crimes such as robbery, kidnapping, and murder.

Sincerely,


Arthur L. Storey, Jr., P.E.
Executive Director

Attachment

cc: Gary Stobb
Nick Turner
Danny Billingsley, HCSO
Peter Key
Randy Johnson

A - copy

S - original copy bly

ID - copy 1/2 + 3 copy 1/2 ✓

id - copy

reubb - copy

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HARRIS COUNTY
MANAGEMENT SERVICES

Presented to Commissioner's Court

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APPROVE UE

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**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY SHERIFF'S OFFICE
AND HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT**

This memorandum of understanding between Tommy Thomas, Sheriff of Harris County ("Sheriff"), and Arthur L. Storey, Jr., P.E., Executive Director of Harris County Public Infrastructure Department ("Executive Director"), is for the purpose of setting forth in writing their understanding in regard to utilization of Harris County's automated license plate recognition system for the purpose of identifying vehicles suspected of being involved in violent crimes.

- (A) The Harris County Toll Road Authority ("HCTRA"), a division of Harris County's Public Infrastructure Department, utilizes certain equipment (the "HCTRA Technology") in its operation of the County's toll road system that has the capability of "reading" vehicle license plates and searching a list of comparator plates to identify matches.
- (B) The HCTRA Technology has the capability of assisting the Harris County Sheriff's Office ("HCSO") in identifying vehicles associated with or wanted in connection with violent criminal offenses, including robbery, murder and kidnapping.
- (C) The Sheriff and the Executive Director believe it is in the best interest of Harris County that their departments cooperate in using the HCTRA Technology for such law enforcement purposes.

Purpose

It is the respective intent of the Sheriff and the Executive Director to utilize Harris County's automated license plate recognition system to locate vehicles wanted in connection with violent crimes investigated by HCSO, to facilitate the location and apprehension of wanted subjects and, ultimately, to reduce crime in Houston and Harris County.

Understandings

The Sheriff and the Executive Director understand and intend that:

1. HCTRA will ensure that license plates of vehicles provided by HCSO are entered into its toll road license plate recognition system. Only complete license plate numbers (no partials) will be entered into the license plate recognition system.

2. When available, and subject to the discretion of the applicable constable or sheriff who has independent supervision of such officers, law enforcement units assigned to traffic enforcement duties on Harris County's toll roads will be dispatched to attempt to stop wanted vehicles identified by the license plate recognition system. The dispatched law enforcement officer, with the direction of his supervisors, will make the decision about whether and how to stop a suspect vehicle. The officer's decision will be based on the exercise of his discretion and judgment considering the circumstances then existing and known to the officer and on the regulations of his department. Officer safety is of paramount importance and consideration.

3. It is understood that the capacity of the system limits the number of wanted vehicles HCTRA may enter into the license plate recognition system. Accordingly, HCSO will limit its requests to those vehicles wanted in connection with serious, primarily violent crimes. Examples are vehicles associated with suspects wanted in murders, kidnappings, and aggravated robberies, including victims' vehicles stolen in those types of crimes. Vehicles not meeting these requirements may be submitted for inclusion in the system data base, if warranted by exigent circumstances; however, HCTRA has the final approval of acceptance for any license plate. HCTRA may also limit the number of vehicle license plates it enters into the system on behalf of the HCSO, regardless of whether the license plates meet the criteria described in this paragraph.

4. A HCSO supervisor of the rank of lieutenant or above must review the facts of the case with the HCSO investigator prior to the investigator requesting that HCTRA enter the

vehicle into the license plate recognition system. HCSO is solely responsible for the accuracy of the license plate information it gives to HCTRA. Submission of the license plate information to HCTRA for inclusion in the system shall constitute a representation by the HCSO that the HCSO has determined that probable cause exists to stop the vehicle.

5. When a wanted vehicle is stopped by a law enforcement unit assigned to the County's toll road system, a police unit or investigator with HCSO will be immediately dispatched to meet with the HCTRA-assigned unit to take custody and control of the vehicle and/or suspect detained. All reports or documentation relating to the traffic stop and suspect detention will be the responsibility of HCSO, with input from the HCTRA-assigned officer.

6. Anytime a wanted vehicle should be taken off the license plate recognition system (because the suspects have been apprehended, the vehicle has been cleared, or for any other reason), an investigator for the HCSO will immediately notify HCTRA by contacting the HCTRA dispatcher at 281-584-7500 and HCTRA will immediately remove the license plate from the system. HCSO will be responsible for developing a system to ensure this can be done twenty-four hours a day, seven days a week.

7. HCSO will assign a lieutenant from the Homicide Division to act as liaison with HCTRA to ensure that the procedures outlined by this Agreement are followed.

8. This is not a binding contract.

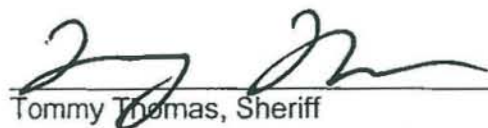
9. Although it is understood that failure to operate in accordance with the understandings set forth herein will hinder and possibly result in the termination of future cooperation, there is no express or implied right of recourse to either the Sheriff or the Executive Director, their respective departments, or any third party for failure to follow the procedures outlined in this memorandum.

10. This document is merely a written record of understanding and intent of the individual signatories and does not bind or otherwise require any governmental body or entity to take any action.

I have read and understand the above memorandum of understanding:


Arthur L. Storey, Jr., P.E.
Executive Director

4-14-08
Date


Tommy Thomas, Sheriff

4-1-08
Date

HARRIS COUNTY

PUBLIC INFRASTRUCTURE DEPARTMENT

1001 Preston, 5th Floor
Houston, Texas 77002
(713) 755-4400

April 2, 2008

Commissioners Court
Administration Building
Houston, TX 77002

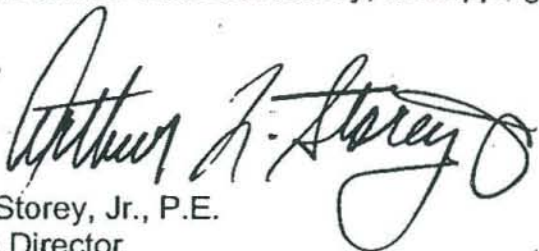
Vote of the Court:	Yes	No	Abstain
Judge Emmett	☒	☐	☐
Comm. Lee	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Radack	☐	☐	☐
Comm. Eversole	☒	☐	☐

SUBJECT: Recommendation that the County Judge be authorized to execute an interlocal agreement which would permit the City of Houston to utilize the County's automated license plate recognition system

Dear Court Members:

It is recommended that the County Judge be authorized to execute an interlocal agreement which would permit the City of Houston to utilize the County's automated license plate recognition system. Utilization of this system will enable the City to identify vehicles using the County's toll roads that are associated with or wanted in connection with violent crimes such as robbery, kidnapping, and murder.

Sincerely,



Arthur L. Storey, Jr., P.E.
Executive Director

Attachment

cc: Gary Stobb
Nick Turner
Mary McKerall, COH
Peter Key
Randy Johnson

- cc: HR 1000 April

- cc: HR 20030 of April

ud. copy

Presented to Commissioner's Court

APR 08 2008

APPROVE L/E

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HARRIS COUNTY
MANAGEMENT SERVICES

C70763
NCA

**INTERLOCAL AGREEMENT BETWEEN CITY OF HOUSTON
AND HARRIS COUNTY, TEXAS**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement is entered between the City of Houston, Texas and Harris County, Texas under Government Code, Chapter 791.

WHEREAS, Harris County utilizes certain automated license plate recognition equipment in connection with its toll road system that is operated through a division of its Public Infrastructure Department designated as the Harris County Toll Road Authority ("HCTRA"), which equipment (the "HCTRA Technology") has the capability of "reading" vehicle license plates and searching a list of comparator plates to identify matches; and

WHEREAS, the City of Houston is interested in utilizing the HCTRA technology to identify vehicles using the Harris County toll road system that are known to have been associated with or wanted in connection with violent criminal offenses, including robbery, murder, kidnapping, etc.; and

WHEREAS, the parties have entered into this Agreement to identify the circumstances and conditions under which the City of Houston, through the Houston Police Department, will be permitted to utilize the equipment for its law enforcement purposes.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained the parties agree as follows:

Purpose

The purpose of this Agreement is to permit the City of Houston to utilize Harris County's automated license plate recognition capabilities to locate vehicles wanted in connection with violent crimes investigated by the Houston Police Department, to facilitate the location and apprehension of wanted subjects and, ultimately, to reduce crime in Houston and Harris County.

Services Provided by, and Responsibilities of Harris County

1. Harris County, through HCTRA, will ensure that license plates of vehicles provided by the Houston Police Department are entered into its toll road license plate recognition system.
2. Only complete license plate numbers (no partials) will be entered into the license plate recognition system.
3. When available, and subject to the discretion of the applicable constable or sheriff who has independent supervision of such officers, law enforcement units assigned to traffic enforcement duties on Harris County's toll roads will be dispatched to attempt to stop wanted vehicles identified by the license plate recognition system. The dispatched law enforcement officer, with the direction of his supervisors, will make the decision about whether and how to stop a suspect vehicle. The officer's decision will be based on the exercise of the officer's discretion and judgment considering the circumstances then existing and known to the officer and on the regulations of his or her department. Officer safety is of paramount importance and consideration.

Services Provided by, and Responsibilities of the City of Houston

4. It is understood that the capacity of the system limits the number of wanted vehicles the County may enter into the license plate recognition system. Accordingly, the City of Houston will limit its requests to those vehicles wanted in connection with serious, primarily violent crimes. Examples are vehicles associated with suspects wanted in murders, kidnappings, and aggravated robberies, including victims' vehicles stolen in those types of crimes. Vehicles not meeting these requirements may be submitted for inclusion in the system data base, if warranted by exigent circumstances; however, Harris County, acting through HCTRA, has the final approval of acceptance for any license plate. Harris County may also limit the number of vehicle license plates it enters into the system on behalf of the City of Houston, regardless of the number of license plates meeting the criteria described in this paragraph.

5. A Houston Police Department supervisor of the rank of lieutenant or above must review the facts of the case with the Houston Police Department investigator prior to the investigator requesting that Harris County enter the vehicle into the license plate recognition system. The City of Houston is solely responsible for the accuracy of the license plate information it gives to Harris County. Submission of the license plate information to Harris County for inclusion in the system shall constitute a representation by the City of Houston that the Houston Police Department has determined that probable cause exists to stop the vehicle.

6. When a wanted vehicle is stopped by a law enforcement unit assigned to the County's toll road system, a police unit or investigator with the Houston Police Department will be immediately dispatched to meet with the County-assigned unit to take

custody and control of the vehicle and/or suspect detained. All reports or documentation relating to the traffic stop and suspect detention will be the responsibility of the Houston Police Department, with input from the County officer.

7. When a vehicle no longer meets the criteria for the license plate recognition system (because the suspects have been apprehended, the vehicle has been cleared, or for any other reason), an investigator for the Houston Police Department will immediately notify the County by contacting the HCTRA dispatcher at 281-584-7500, and the County will immediately remove the license plate from the system. The City of Houston will be responsible for developing a system to ensure this can be done twenty-four hours a day, seven days a week.

8. The Houston Police Department will assign a lieutenant from the Homicide Division to act as liaison with the County to ensure that the procedures outlined by this Agreement are followed.

Duration

9. This contract commences on the Countersignature Date and ends one year thereafter (Initial Term). Upon expiration of the Initial Term this agreement will automatically be renewed for ten successive one year terms on the same terms and conditions. Either party may terminate this Agreement at any time with or without cause by providing written notice of cancellation to the other party in accordance with the terms of this Agreement.

Relationship of Parties

10. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating: (1) the relationship of principal

and agent, partnership or joint venture between the parties; or (2) a joint enterprise between the parties and/or any other party. Without limiting the foregoing, the purposes for which the parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

Disagreement

11. Any disagreements about interpretation or implementation of the terms of this Agreement shall be resolved, in the first instance, between the Director of HCTRA and the Chief of Police of the Houston Police Department. Nothing in this agreement is meant to reduce the current high level of cooperation that exists between the Houston Police Department and the County. Rather, this Agreement is a product of the ongoing commitment to enhance that level of cooperation and to better serve the citizens of Houston and Harris County.

Successors and Assigns

12. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in the preceding sentence, neither Harris County nor the City of Houston shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

Severability

13. If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to

other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

Written Amendments

14. Any change in the agreements, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the parties.

Limitations

15. All covenants and obligations of the parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of Harris County or the City of Houston shall have any personal obligations or liability hereunder.

Sole Benefit

16. This Agreement is entered into for the sole benefit of Harris County and the City of Houston and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

Authorization

17. Each party to this Agreement represents to the others that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of Harris County and the City of Houston, as

applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

Governing Law

18. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.

Interpretation

19. No provision of this Agreement shall be construed against or interpreted to be to the disadvantage of any party hereto by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

Waiver

20. No delay or omission by a party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver hereof. A waiver by either party of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

Entire Agreement

21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

Notices

22. All written notices, demands and other papers or documents to be delivered to Harris County under this Agreement shall be delivered to:

**The Harris County Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Clerk of Commissioners Court**

A copy of any such notice or communication to Harris County shall also be forwarded to the following address:

**Harris County Toll Road Authority
330 Meadowfern
Houston, Texas 77067
Attention: Director**

All written notices, demands and other papers or documents to be delivered to the City of Houston shall be delivered to:

**Houston Police Department
Assistant Chief for Criminal Investigations,
Michael A. Dirden or his successor
1200 Travis 15th Floor
Houston, TX 77002**

Signatories

The Parties have executed this Agreement in multiple copies, each of which is an original.

HARRIS COUNTY

CITY OF HOUSTON, TEXAS

Signed by:

By: Ed Emmett
Name: ED EMMETT
Title: County Judge

By: Bill White
Mayor Mark L. Stein

APPROVED AS TO FORM:
HARRIS COUNTY ATTORNEY

By: Rich Brown
Assistant County Attorney

ATTEST/SEAL:

Carla Russell
City Secretary

APPROVED:

Will H. H. H.
Chief, Houston Police Department

COUNTERSIGNED BY:

Annise D. Parker
City Controller Jerald Polk

APPROVED AS TO FORM:

Nancy McKeel
Assistant City Attorney
File No. L.D 0620701271001

DATE COUNTERSIGNED:

1-30-08

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on APR 08 2008, with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia R. Garcia	Commissioner, Precinct No. 2
Steve Radaack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: Radaack, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE HARRIS COUNTY AND THE CITY OF HOUSTON**

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Eversole seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES	Judge Ed Emmett	☒	☐	☐
NAYS:	Comm. El Franco Lee	☒	☐	☐
ABSTENTIONS:	Comm. Sylvia R. Garc	☒	☐	☐
	Comm. Steve Radaack	☐	☐	☐
	Comm. Jerry Eversole	☒	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully adopted. The order adopted reads as follows:

Recitals

1. The County's Toll Road Authority wishes to allow the Houston Police Department to utilize the County's automated license plate recognition system to "read" vehicle license plates to identify vehicles associated with or wanted in connection with violent criminal offenses, including robbery, murder and kidnapping.
2. The City of Houston represents, among other things, that an authorized representative of the Houston Police Department will review the facts associated with each case before requesting the Harris County Toll Road Authority to enter a vehicle license plate into the County's plate recognition system, and the City acknowledges that it will be solely responsible for the accuracy of the information it provides.

Presented to Commissioner's Court

APR 08 2008

APPROVE _____

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NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

1. The recitals set forth in this order are true and correct.
2. That County Judge Ed Emmett be, and he is hereby, authorized to execute for and on behalf of Harris County an agreement between Harris County and the City of Houston to permit the City to utilize the County's license plate recognition system to identify vehicles associated with or wanted in connection with violent criminal offenses.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.