

**INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY
AND THE CITY OF EVERMAN FOR THE EVERMAN EMERGENCY SERVICES
DISPATCH SERVICES UPGRADE**

This Interlocal Agreement (“Agreement”) is between Tarrant County (the “County”), a political subdivision of the State of Texas, and the City of Everman, a unit of local government as outlined in Chapter 791 of the Texas Government Code (collectively, the “Parties”), and shall be effective on January 1, 2022 (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to State and local governments to respond to the financial impacts of the COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“FRF”) authorized in ARPA (C.F.D.A #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received FRF funds to respond to the continuous impact of COVID-19 as outlined in the Interim Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of FRF funds in the form of Frequently Asked Questions, last updated on July 19, 2021, and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and the City of Everman both find the FRF funds distributed in accordance with this Agreement shall meet the eligible uses eligible uses outlined in the Treasury’s Final Rule, subsequent final rule and additional guidance; and

WHEREAS, this Agreement is made pursuant to the authority of Section 791.001 of the Texas Government Code; and

WHEREAS, any payments or performance required by this Agreement shall come from current revenues legally available to the Parties; and

WHEREAS, the COUNTY and the City of Everman find that the project and related expenditures outlined in this Agreement is/are eligible under current FRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the project outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Tarrant County.

WHEREAS, the County and the City of Everman find that this project will provide services related to enhancing and improving the fire alarm dispatch capabilities and response times; and

WHEREAS, the subject of this contract is necessary for the benefit of the public and each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; and

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the Parties agree to the following:

I.
DESCRIPTION OF SERVICES

The City of Everman asserts that it provides the following services for the residents of Tarrant County: The City of Everman provides fire and emergency medical services to ensure the well-being of its citizens. To better serve the increased need for operable communications, especially for those most vulnerable to the impacts of the COVID-19 pandemic, the City of Everman will add two Motorola Solutions MCC7500E dispatch console positions to the City of Everman Dispatch Center and acquire and install a Generac 60KW Diesel Generator to serve as a backup source in the event of a power outage or disaster.

II.
PAYMENT

Upon execution of the Agreement, the COUNTY shall make available a one-time payment in the amount of \$ 645,608 (SIX HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED EIGHT DOLLARS) to the City of Everman from the COUNTY's FRF funds to reimburse the City of Everman for expenses related to FRF eligible uses as outlined in the U.S. Treasury Final Rule according to Appendix A.

The City of Everman acknowledges that it is a Sub-recipient of the COUNTY's FRF FUNDS and shall follow guidelines as provided in Appendix C, and all guidance issued by the U.S. Treasury pertaining to the proper use of FRF FUNDS.

By November 1, 2022, the City of Everman will provide to the COUNTY a plan to obligate any and all remaining funds by December 31, 2022. Any funds not expected to be obligated by December 31, 2022 shall be returned to the COUNTY by January 31, 2023. All goods shall be received and paid by January 31, 2023.

Tarrant County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. CITY OF EVERMAN is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked. Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from CITY OF EVERMAN's accounting system) coinciding with RFR

- iii. Timesheets and Payroll Reports (monthly, generated from CITY OF EVERMAN's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

III. TERM/TERMINATION

This Agreement shall become effective January 1, 2022 and shall continue in full force and effect until January 1, 2023 unless terminated earlier in accordance with this Agreement. If at any time City of Everman's state contract is suspended or revoked, or if City of Everman becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and CITY OF EVERMAN must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if City of Everman fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety, or
- ii. Violates a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause thirty (30) days written notice to the other party. Upon receipt of notice to terminate, City of Everman shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this agreement shall transfer to the County for purposes outlined herein.

Within thirty (30) days after receipt of a notice of termination, City of Everman agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, CITY OF EVERMAN will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

CITY OF EVERMAN shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions,
- ii. Record transactions to the proper accounting period in which transactions occurred,
- iii. Describe transactions in sufficient detail to permit proper classification,
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements,
- v. Adequately identify the source and application of funds of each grant contract, and
- vi. Generate current and accurate financial reports in accordance with contract requirements.

V. MONITORING

City of Everman agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between City of Everman and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of City of Everman's obligations to COUNTY under this agreement. City of Everman must agree that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the City of Everman with reasonable advance notice of intended audits. City of Everman must provide records within ten (10) business days or a mutually agreed upon timeline. City of Everman may withhold any information that it is mandated to withhold to comply with state or federal law.

VI. ALLOWABLE COSTS

COUNTY payment to City of Everman does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, City of Everman will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by City of Everman are allowable and eligible for reimbursement. If COUNTY has paid funds to City of Everman for unallowable or ineligible costs, COUNTY will notify City of Everman in writing, and City of Everman shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to City of Everman to offset reimbursement for any unallowable or ineligible expenditure that City of

Everman has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If City of Everman, within City of Everman's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, City of Everman shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

VIII. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, City of Everman must request disposition instructions from the COUNTY.

IX. PERFORMANCE MEASUREMENT AND REGULAR REPORTING

City of Everman shall provide monthly reports to COUNTY as outlined in Appendix C. Additional measures may be established and reported on as mutually agreed to by City of

Everman and COUNTY. City of Everman will submit fiscal, progress, programmatic, and other reports as requested by COUNTY in the approved format.

X.

DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

City of Everman is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. City of Everman agrees to maintain an active registration in the System for Award Management (SAM.gov)

XI.

INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XII.

SUBCONTRACTING AUTHORITY

City of Everman may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. City of Everman agrees to comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIII.

DOCUMENTATION

City of Everman shall keep and maintain, for a period not less than five (5) years after December 31, 2023, any and all records relating to use of the FRF FUNDS described herein.

XIV.

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the City of Everman at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail.

Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

TO THE CITY OF Everman:

c/o Ray Richardson
212 N. Race Street
Everman, Texas 76104

TO THE COUNTY:

c/o County Administrator
100 E. Weatherford
Fort Worth, Texas 76196

Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

XV.
SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XVI.
APPLICABLE LAW AND VENUE

The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in court of competent jurisdiction in Tarrant County, Texas.

XVII.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

EXECUTED by the duly authorized Parties below:

SIGNED AND EXECUTED this _____ day of _____, 2022.

THE CITY OF EVERMAN

TARRANT COUNTY

THE CITY OF EVERMAN



Ray Richardson
Mayor

TARRANT COUNTY

B. Glen Whitley
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF

AVAILABLE FUNDS: \$ _____

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Appendix A

Sub-recipient Guidance

STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Organization will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

Organization shall maintain an effective accounting system, which will:

- Identify and record valid transactions
- Record transactions to the proper accounting period in which transactions occurred
- Describe transactions in sufficient detail to permit proper classification
- Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- Adequately identify the source and application of funds of each grant contract
- Generate current and accurate financial reports in accordance with contract requirements

REPORTS, INSPECTIONS, AND MONITORING REVIEWS

Organization will submit fiscal, progress, programmatic, and other reports as requested by County in the approved format.

Any authorized representatives of the local, state, or federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed and the premises in which it is being performed. Organization will participate in and provide reasonable access to facilities for assisting said representatives. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

PARTICIPANT RECORDS

Organization grants County, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, the right of timely and unrestricted access to any books, documents, papers, or other records of Organization pertinent to the Contract, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access by County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents.

County retains the right of access to Organization's records or the right to obtain copies of said records for audit, litigation, or other circumstances that may arise.

These documents will be maintained and retained by the Organization in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Organization will retain the records and documents in

accordance with state and federal retention schedule or until litigation, claims, or audit findings are resolved, whichever is later.

ALLOWABLE COSTS

County payment to Organization does not stop the County from determining that certain costs were ineligible for reimbursement. If the County determines that a cost the County has paid for is ineligible for reimbursement, the Organization will refund the ineligible amount to the County. Tarrant County will determine whether costs submitted by Organization are allowable and eligible for reimbursement. If Tarrant County has paid funds to Organization for unallowable or ineligible costs, Tarrant County will notify Organization in writing, and Organization shall return the funds to Tarrant County within thirty (30) calendar days of the date of this written notice. Tarrant County may withhold all or part of any payments to Organization to offset reimbursement for any unallowable or ineligible expenditure that Organization has not refunded to Tarrant County, or if financial status report(s) required are not submitted by the due date(s).

SINGLE AUDIT

An audit must be completed if required by 2 CFR Part 200.500-520. If the guidance does not require a single audit, the Organization will notify County in writing.

Independent Single or Program-Specific Audit. If Organization within Organization's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Organization shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of other agency awards. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR Part 200 and Government Auditing Standards.

EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under FRF is no longer needed for the original project, the non-Federal entity must request disposition instructions from the COUNTY.

Appendix B
PROGRAM BUDGET

Program Budget: March 31, 2022 – October 31, 2022

Category	Total Program Budget
Personnel	\$
Fringe	\$
Travel	\$
Equipment	\$645,608.00
Supplies	\$
Contractual	\$
Other:	\$
Total	<u>\$645,608.00</u>

APPENDIX C
EVALUATION MATRIX/REPORTING

Required Reporting Dates:

Quarterly Report Periods		Report Due
First	July 1- Sept 30	Oct 15
Second	Oct 1- Dec 31	Jan 15
Third	Jan 1- Mar 31	April 15
Fourth	April 1- Jun 30	July 15

Annual Report Periods		Report Due Date
Year 1	July 1- June 30, 2022	July 15, 2022
Year 2	July 1- June 30, 2023	July 15, 2023

Program Reporting Information

Activity Number	Activity Conducted	Time Frame for Activity	Anticipated Cost of Activity	Expected Number to be Served by each Activity	Expected Outcomes	Intended Benefit
1	Acquisition and Installation of Emergency Generator	20 weeks	\$42,450	75,000+	100% coverage compared to pre-implementation	Will provide necessary back-up power to critical emergency services communications equipment.
2	Acquisition and installation of Communications Consoles and accessory equipment	20 weeks	\$ 603,158	75,000+	Complete installation of upgraded emergency communications equipment to include consoles, recorders and necessary accessories.	Will provide necessary communications equipment that is functionally configurable with current interoperability systems.