

# **RESOLUTION**

## **2023 TARRANT COUNTY RESOLUTION TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY TASKFORCE GRANT PROGRAM**

**WHEREAS**, the Tarrant Regional Auto Crimes Task Force is funded by a grant from the Texas Motor Vehicle Crime Prevention Authority, and local support; and

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Texas Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

**WHEREAS**, this grant program will assist this jurisdiction to combat motor vehicle burglary and theft; and

**WHEREAS**, Tarrant County has agreed that in the event of loss or misuse of the grant funds, Tarrant County assures that the grant funds will be returned in full to the Texas Motor Vehicle Crime Prevention Authority.

**NOW, THEREFORE, BE IT RESOLVED**, and ordered that B. Glen Whitley, County Judge, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

**BE IT FURTHER RESOLVED** that Emily Pedigo, Chief Deputy – CID, is designated as the Program Director and S. Renee Tidwell, County Auditor, is designated as the Financial Officer for this grant.

**IN WITNESS WHEREOF**, we have hereunto set our hand and caused the seal of Tarrant County to be affixed this 26<sup>th</sup> day of July, 2022.

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**B. Glen Whitley, County Judge**

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**Roy C. Brooks**  
Commissioner, Precinct 1

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**Gary Fickes**  
Commissioner, Precinct 3

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**Devan Allen**  
Commissioner, Precinct 2

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**J. D. Johnson**  
Commissioner, Precinct 4

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SPECIAL CONDITION

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**AMERICANS WITH DISABILITIES ACT CERTIFICATION**

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

TARRANT COUNTY  
Grantee

TARRANT REGIONAL AUTO CRIMES TASK FORCE  
Program Title

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SPECIAL CONDITION

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**Non-Supplanting Certification**

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that MVCPA funds have not been used to replace state or local funds that would have been available in the absence of MVCPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

TARRANT COUNTY  
Grantee

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SPECIAL CONDITION

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**COMPLIANCE REQUIREMENT**

The attached digest of your grant application represents the Motor Vehicle Crime Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

- 1) Salaries are in accordance with local policy of the participating agencies.
- 2) Personnel are classified in accordance with the needed qualification for the position.
- 3) Fringe Benefits are in accordance with local policy of the participating agencies.
- 4) Travel Policy is in accordance with the travel policy of the participating agencies.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

TARRANT COUNTY  
Grantee

MOTOR VEHICLE CRIME PREVENTION AUTHORITY

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SPECIAL CONDITION

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**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

I, B. Glen Whitley, County Judge, certify that:

This agency employs fewer than 50 people; therefore, the \_\_\_\_\_  
(Agency)

is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Motor Vehicle Crime Prevention Authority for total funds in excess of \$25,000; therefore, the County of Tarrant has formulated equal employment opportunity  
(Agency)

program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

Tina Glenn  
(name)

Director/Human Resources  
(title)

100 East Weatherford St., Fort Worth, Texas 76196  
(address)

for review or audit by an official of the Motor Vehicle Crime Prevention Authority as required by relevant laws and regulations.

PROJECT PROGRAM TITLE: TARRANT REGIONAL AUTO CRIMES TASK FORCE

\_\_\_\_\_  
Authorized Official (signature)

\_\_\_\_\_  
Program Director (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SPECIAL CONDITION

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## ASSURANCES

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

### UNIFORM ASSURANCES

In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

**(1) Byrd Anti-Lobbying Amendment.** Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

**(2) Child Support Obligation.** Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

**(3) Clean Air Act & Federal Water Pollution Control Act.** Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**(4) Compliance with Laws, Rules and Requirements.** Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

**(5) Contract Oversight.** Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**(6) Contract Work Hours & Safety Standards Act.** Grantee represents and warrants that it

# MOTOR VEHICLE CRIME PREVENTION AUTHORITY

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## SPECIAL CONDITION

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will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

**(7) Cybersecurity Training Program.** Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

**(8) Davis-Bacon Act and the Copeland Act.** Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

**(9) Debarment and Suspension.** Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

**(10) Debts and Delinquencies.** Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

**(11) Disaster Recovery Plan.** Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

**(12) Disclosure of Violations of Federal Criminal Law.** Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

**(13) Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**(14) Dispute Resolution.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

**(15) Excluded Parties.** Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

**(16) Executive Head of a State Agency Affirmation.** Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or

# MOTOR VEHICLE CRIME PREVENTION AUTHORITY

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## SPECIAL CONDITION

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has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

**(17) Funding Limitation.** Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

**(18) Governing Law & Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

**(19) Indemnification.** TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION, LAWS, AND RULES, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES AVAILABLE TO GRANTEE AS A GOVERNMENTAL ENTITY, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**(20) Law Enforcement Agency Grant Restriction.** Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

**(21) Legal Authority.** Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

**(22) Limitations on Grants to Units of Local Government.** Respondent acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant



# MOTOR VEHICLE CRIME PREVENTION AUTHORITY

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## SPECIAL CONDITION

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or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

**(23) Lobbying Expenditure Restriction.** Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**(24) No Conflicts of Interest (State).** Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

**(25) No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

**(26) Open Meetings.** Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

**(27) Political Polling Prohibition.** Respondent represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

**(28) Texas Public Information Act.** Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**(29) Reporting Compliance.** Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

**(30) Records Retention (State-Grant).** Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for

# MOTOR VEHICLE CRIME PREVENTION AUTHORITY

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## SPECIAL CONDITION

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grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

**(31) Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**(32) State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**(33) Sub-Award Monitoring.** Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

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SPECIAL CONDITION

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**ASSURANCES CERTIFICATION**

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the Information presented is correct, and that the applicant will comply with the provisions of the Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance. We acknowledge reviewing the TxGMS Standard Assurances by Local Governments as promulgated by the Texas Comptroller of Public Accounts, and attached hereto on the following pages, and agree to abide by the terms stated therein.

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Authorized Official

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Date

# MOTOR VEHICLE CRIME PREVENTION AUTHORITY

## SPECIAL CONDITION

### INDEPENDENT ANNUAL AUDIT CERTIFICATION

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, PL 104 -156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

1.   X   Grant(s) expenditures of \$300,000 or more in federal funds - An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2.        Grant(s) expenditures of \$300,000 or more in state funds - An annual single audit by an independent auditor made in accordance with the TxGMS.
3.        Grant(s) expenditures of less than \$300,000 in federal funds - Exempt from the Single Audit Act. However, MVCPA may require a limited scope audit as defined in OMB Circular A-133.
4.        Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds - A program-specific audit.
5.        Grant(s) expenditures less than a total of \$50,000 in state funds - Financial Statements audited in accordance with Generally Accepted Auditing Standards (GASS).

**NOTE:** Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal Award.

\_\_\_\_\_  
Authorized Official (signature)

\_\_\_\_\_  
Financial Officer (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TARRANT COUNTY**

Grantee Organization

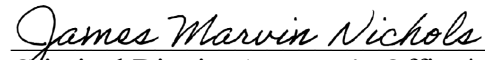
**608-23-2300000**

Grant Number

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.
2. Approximate time audit will be conducted.
3. Audit coverage to be provided.

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

\*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.