

THE STATE OF TEXAS
COUNTY OF TARRANT

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THIS ORIGINAL –
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF WHITE
SETTLEMENT

**THE TARRANT REGIONAL AUTO CRIMES
TASK FORCE INTERLOCAL ASSISTANCE AGREEMENT**

WHEREAS the detection, apprehension, and prosecution of individuals who commit motor vehicle crimes (defined herein as “motor vehicle theft, burglary of a motor vehicle, and fraud-related motor vehicle crime”) is often hindered because the range of operations of the criminal offender is greater than the jurisdiction of the peace officers called upon to investigate the crime; and,

WHEREAS the existence of a multiplicity of political jurisdictions in Tarrant, Jack, Hood, Palo Pinto, Parker, Somervell, and Wise Counties impedes the effectiveness of individual law enforcement agencies to detect and eradicate automobile-related crimes; and,

WHEREAS past experience has indicated that a cooperative effort between law enforcement agencies and Tarrant County has been effective in detecting and deterring the activities of targeted criminal groups to the mutual benefit of all the political entities of Tarrant County and neighboring counties; and,

WHEREAS pursuant to Chapter 362 of the Texas Local Government Code, the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Texas Administrative Code, Title 43; Part 3; Chapter 57 and Chapter 1006 of the Texas Transportation Code, the contracting governmental entities, to-wit: Arlington, Euless, Fort Worth, Grapevine, Haltom City, Hurst, Lake Worth, Weatherford, White Settlement, the County of Parker, the County of Tarrant, and the County of Wise, together with the Tarrant County Criminal District Attorney and the Tarrant County Sheriff, hereby agree to participate in, and be a part of the cooperative investigative, enforcement, and prevention efforts which are known and designated as the Tarrant Regional Auto Crimes Task Force; and,

WHEREAS each of the contracting governmental entities makes the following findings:

- a. This Agreement serves the common interests of all parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates all parties to this Agreement; and
- d. Each entity has authorized its representative to sign this Agreement;
- e. Each entity acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required;

and,

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the

parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS a grant of money from the Texas Motor Vehicle Crime Prevention Authority has been received to fund the continuation of the Tarrant Regional Auto Crimes Task Force.

NOW, THEREFORE, BE IT KNOWN BY THESE PRESENTS:

That Tarrant County, acting by and through its duly authorized County Judge, the Criminal District Attorney of Tarrant County, the Sheriff of Tarrant County, and the governmental entities that have executed, are executing, or will execute substantially similar copies hereof at this time or in the future during the time that this Agreement is in force, acting herein by and through their duly authorized chief administrative officer, do hereby covenant and agree as follows:

TASK FORCE

The Tarrant Regional Auto Crimes Task Force ("Task Force") will be a part of the Tarrant County Sheriff's Office for administrative purposes. The activities of the Task Force shall be supervised by a fourteen (14) member Board of Governors. This Board will include as permanent voting members the Fort Worth Chief of Police, the Arlington Chief of Police, the Tarrant County Criminal District Attorney, and a Chairperson, who shall be the Tarrant County Sheriff. Additionally, the Board will consist of an executive of every additional agency that participates in the Task Force with personnel, to include: The Police Chiefs of Euless, Grapevine, Haltom City, Hurst, Lake Worth, Weatherford, White Settlement, the Parker County Sheriff, the Wise County Sheriff, and a Regional Director of the National Insurance Crime Bureau. Ex-officio members, if any, may be added by agreement of the voting members; ex-officio members shall be non-voting. The Board of Governors shall have the responsibility for policy, direction, and control of the Task Force. The Board of Governors will have direct responsibility for the selection of a Commander for the Task Force. The Board will monitor the activities and accomplishments of the Task Force to ensure orderly progress towards attainment of all stated objectives.

There will be one unit, which may form sub-groups or teams as appropriate. The activities and investigations of these sub-groups or teams shall be led by the Sgt. Team Leader at the direction of the Commander of the Task Force. These sub-groups or teams will have the duties assigned to them by the Sgt. Team Leader at the approval of the Commander.

AUTOMOBILE RELATED CRIMES INVESTIGATIONS

Automobile-related crimes investigations within the jurisdictional bounds of the entities joining this Agreement may be coordinated through the Task Force. All commercial auto crimes intelligence received by a law enforcement agency that is a party to this Agreement may be referred to the Task Force for investigation. The assigned officers will respond to complaints in a timely manner. The Task Force will conduct salvage business inspections, covert operations, training, arrests, investigations, assistance to other agencies and public awareness education in an effort to lower the auto crimes rate.

ASSET SEIZURES

All asset seizures developed by the Task Force in Tarrant County under Chapter 59 of the Code of Criminal Procedure, as well as any criminal acts, will be prosecuted by the Tarrant County Criminal District Attorney's Office.

There is hereby created a certain fund to be known as the Auto Crimes Task Force Asset Seizure Fund (hereinafter called "Fund"), said Fund to be created in compliance with State law and the requirements of the grant restrictions.

FORFEITURE POLICY

Upon entry of a judgment in a judicial proceeding awarding monies or other proceeds to the Tarrant Regional Auto Crimes Task Force, said monies or proceeds will be immediately deposited in the Auto Crimes Task Force Seizure Fund. The monies and proceeds in this Fund must be used to further the purpose of the Task Force as required by the Tarrant Regional Auto Crimes Task Force Grant award: Enhancement of currently funded and/or future automobile-related crimes enforcement and prevention programs.

All forfeiture funds and other generated program income shall be subject to audit by the Auditor of Tarrant County, Texas, and the Texas Motor Vehicle Crime Prevention Authority.

Any conveyance or vehicle that is the subject of a final forfeiture shall be awarded to the Task Force to be used to further the purpose of the Task Force as required by the Task Force grant award.

Upon termination of this Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject to the approval of the Motor Vehicle Crime Prevention Authority of the State of Texas.

OFFICER STATUS

Any peace officer assigned to the Task Force by a government entity which is a party to this Agreement shall be empowered to enforce all laws and ordinances applicable in the jurisdiction of the county and municipal entities signatory to this Agreement, including the power to make arrests, execute search warrants, and investigate auto crimes offenses outside of the geographical jurisdiction from which he or she is assigned, but within the area covered by the jurisdictions of the counties and municipal entities which are parties to this Agreement.

While functioning as a peace officer assigned to the Task Force, he or she shall have all of the law enforcement powers of a regular peace officer of such other political entity.

A peace officer who is assigned, designated, or ordered by the official designated by the governing body of any entity to perform law enforcement duties as a member of the Task Force shall receive the same wage, salary, pension and all other compensation and all other rights for such service, including injury or death benefits and workers' compensation benefits, paid in accordance with the Texas Motor Vehicle Crime Prevention Authority Grant Guidelines, as existing or as may be amended, and applicable law, as though the service had been rendered within the limits of the entity from which he or she was assigned. Recognizing the benefits to a participating entity to this agreement, it is agreed that all wage and disability payments, including workers' compensation benefits, pension payments, damage to equipment (with the exception of leased vehicles, for which damages will be covered under the provisions of the lease(s) and clothing,

medical expense and expense of travel, food and lodging shall be paid in accordance with the Texas Motor Vehicle Crime Prevention Authority Grant Guidelines, as existing or as may be amended. However, peace officers assigned to the Task Force will not work overtime that is not reimbursable to their assigning agency without prior approval from their assigning agency supervisor. (For example, Fort Worth police officers assigned to the Task Force will not work Task Force overtime, which is not reimbursable to the Fort Worth Police Department, without prior approval from their Fort Worth police supervisor.) Instead, they will be permitted to flex their work hours as necessary to accomplish Task Force objectives and assignments.

In further recognition of the benefit to be gained by the entity participating in the Task Force, it is agreed that no entity that is a party to this Agreement shall receive or be entitled to reimbursement from another entity participating in this Agreement for any services performed pursuant to this Agreement.

It is further agreed that, in the event that any peace officer assigned to the Task Force is cited as a party defendant to any civil lawsuit, state or federal, arising out of his or her official acts while functioning as a peace officer assigned to the Task Force, said peace officer shall be entitled to the same benefits that such officer would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member and in the jurisdiction of the law enforcement agency from which he or she was assigned. Further, no entity shall be responsible for the acts of a peace officer of another entity assigned to the Task Force. Each entity participating herein indemnifies and holds all other participating entities harmless for all acts of its own officers and employees acting hereunder, to the full extent permitted by law.

GENERAL PROVISIONS

This Contract is subject to all grant conditions applicable to the grant of the Texas Motor Vehicle Crime Prevention Authority to the Tarrant Regional Auto Crimes Task Force.

Each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate statutes and laws of the State of Texas and the United States.

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

In case 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 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.

This Agreement shall become effective as to a party hereto on the day of the *execution of the Agreement by the party and shall continue in effect as to a participating entity for one year from the date of signature and thereafter until it has been terminated or rescinded by appropriate action of the participating entity's governing body, or expires due to termination of the grant or by operation of law.* (To minimize the administrative difficulty of signature between the many parties, each city or other law enforcement entity will sign a substantially similar agreement with Tarrant County; however, each party signing substantially similar copies is immediately bound one to another to all other entities participating during the time said agreement is in force as to said entity, even though the parties' signatures appear on different copies of the substantially similar copies. Any entity being added after the agreement is in effect need only sign the documents which Tarrant County signs to be fully a party bound to all other parties, and such signature shall, as of the date of the signing, have the same force and effect as between the joining and already-bound members as if a single document was signed simultaneously by all then-participating entities.)

If program enhancement activities are terminated, unexpended revenues will be promptly returned to the Texas Motor Vehicle Crime Prevention Authority.

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing. The Interlocal Agreement is for the period and on the conditions herein contained, and on such conditions to this Agreement as may be added by amendment or by law, and not for any period beyond that permitted by law, nor for any purpose not permitted by law.

This instrument contains all commitments and agreements of the parties, and no oral or written commitments have any force or effect to alter any term or condition of this Agreement, unless the same are done in proper form and in a manner constituting a bona fide amendment hereto.

The National Insurance Crime Bureau, a non-local entity, will enter a separate agreement with Tarrant County for the following reasons: The entity's staff member carries a statewide law enforcement commission and therefore does not require the enhanced law enforcement jurisdiction afforded by this Agreement; The entity funds their staff member's salary and fringe benefits 100%; and the entity's staff member performs in a support role to the Task Force and is available less than 100% of their work week because the availability of the staff member is subject to assignments from their entity.

The parties agree that their collective agreement may be evidenced by the execution of an identical counterpart of this instrument by the duly authorized official(s) of each participant and the failure of any anticipated member to enter into or renew this Agreement shall not affect the agreement between and among the parties executing the Agreement.

BUDGETARY MATTERS

As part of this Agreement, all participating entities entitled to reimbursement will be reimbursed for their participation in this program by grant funds, according to the entity's applicable submitted budget schedule, to the extent that the budget schedule is consistent with the grant. Reimbursement will be made through the grant's financial officer, who is presently Kimberly M. Buchanan, Auditor, Tarrant County, but is subject to change by Tarrant County. If changed, the change will be made in accordance with the

grant and all participating entities will be advised in writing. To the extent that the budget schedule is inconsistent with the grant, the grant controls. *A copy of the latest and most current Grant Award Digest will be provided to all participating agencies when received by Tarrant County.* Participating entities may bill the financial officer for reimbursement at such periodic intervals as are appropriate and in accordance with the grant.

As consideration for this agreement, Tarrant County (“**Grantee**”) agrees to reimburse \$ 77,175.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of White Settlement (“**Sub-Grantee**”). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 19,294.00 for enhancement of the program with a full-time detective position to the grant program.

CONFIDENTIAL FUNDS

The Texas Motor Vehicle Crime Prevention Authority Guidelines for Control and Use of Confidential Funds will be utilized for the disbursement and reimbursement of confidential funds.

UNIFORM ASSURANCES

In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the Uniform Assurances, attached hereto.

FINANCIAL ADMINISTRATION & REPORTING

In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial Reporting: Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting Records: Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal Control: Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget Control: Actual expenditures will be kept within budgeted amounts for each grant.

Allowable Cost: Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source Documentation: Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash Management: Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable

them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant: All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred Outside the Program Period: Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

COMPLIANCE

Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-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. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual, then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management: The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ACCEPTANCE OF RESTRICTIONS

Signature of this Agreement constitutes acceptance of all grant conditions, grant restrictions and the terms of all applicable laws.

This is to certify that the objectives of the Tarrant Regional Auto Crimes Task Force as stated in its Grant Application for the fiscal year(s) funding covered by this Agreement have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application(s).

Additionally, each participating agency and entity is cognizant of the grant and agrees to abide by any and all rules or special conditions in relation to the application. Agencies or their representatives shall have the right to investigate, examine and audit at

any time any and all necessary books, papers, documents, records and personnel that pertain to this contract or any related subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

The city law enforcement agency signing along with Tarrant County certifies that:

Either the city law enforcement agency signing along with Tarrant County employs fifty (50) or more people and has received or applied to the Texas Motor Vehicle Crime Prevention Authority for total funds in excess of \$25,000, in which case the city law enforcement agency signing along with Tarrant County certifies that it has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

NAME

TITLE

STREET ADDRESS

CITY, STATE

OR, if the above is left blank, the city law enforcement agency signing along with Tarrant County certifies that it is not required by the terms of this grant or the laws applicable thereto to have such a plan on file in order to participate in this grant.

The Tarrant County Judge certifies that:

Tarrant County employs fifty (50) or more people and has received or applied to the Texas Motor Vehicle Crime Prevention Authority for total funds in excess of \$25,000; therefore, Tarrant County has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that is on file in the office of:

TINA GLENN
DIRECTOR OF HUMAN RESOURCES
100 East Weatherford Street
Fort Worth, Texas 76196.

Said plan or plans are on file and available for review or audit by an official of the Texas Motor Vehicle Crime Prevention Authority as required by relevant laws and regulations.

ENTIRE AGREEMENT

This Agreement supersedes any and 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 upon all parties.

SIGNED AND EXECUTED this _____ day of _____, 2023.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

Bill E. Waybourn
Sheriff

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 80,550.00

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.

Each entity acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

OTHER SIGNING ENTITY:

NAME OF ENTITY

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

TITLE

APPROVED AS TO FORM AND LEGALITY:

ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

DATE

Attest:

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 67,494.00	Salary
\$ 9,681.00	Fringe
<u>\$ 3,375.00</u>	<u>Taskforce Overtime</u>
\$ 80,550.00	Total Reimbursable Funds

\$ 19,294.00	Cash Match Portion paid by City of White Settlement
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**NONSUPPLANTING CERTIFICATION OF PARTICIPATING
AGENCIES OTHER THAN GRANTEE**

Texas Government Code 772.006(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.

The city law enforcement agency certifies that Texas Motor Vehicle Crime Prevention Authority funds will not be used to replace state or local funds that would be available in the absence of Texas Motor Vehicle Crime Prevention Authority funds.

NAME

TITLE

(CITY OR LAW ENFORCEMENT ENTITY)

(Note: Tarrant County's certification is incorporated in each grantee's report of expenditure and status of funds. Also, a copy of the Uniform Assurances, as it appears in the Texas Grant Management Standards, APPENDIX 6; page 67, follows this page.

UNIFORM ASSURANCES

NON-COUNTY ENTITY 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 rules of the Texas Motor Vehicle Crime Prevention Authority and all other applicable 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 following assurances 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.

NAME

TITLE

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated July 2023.

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 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 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 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 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.