



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 201
DATE: 12/17/2024

SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 AGENCY INTERLOCAL ASSISTANCE AGREEMENTS WITH THE CITY OF ARLINGTON, CITY OF EULESS, CITY OF FORT WORTH, CITY OF GRAPEVINE, CITY OF HALTOM CITY, CITY OF HURST, CITY OF LAKE WORTH, CITY OF WEATHERFORD, CITY OF WHITE SETTLEMENT, PARKER COUNTY AND WISE COUNTY FOR PARTICIPATION IN THE TARRANT REGIONAL AUTO CRIMES TASK FORCE

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2025 Agency Interlocal Assistance Agreements with the City of Arlington, City of Euless, City of Fort Worth, City of Grapevine, City of Haltom City, City of Hurst, City of Lake Worth, City of Weatherford, City of White Settlement, Parker County and Wise County for Participation in the Tarrant Regional Auto Crimes Task Force (Task Force).

BACKGROUND

The Task Force began in 1993 and was created to combat motor vehicle theft. Over the years, the mission and scope of the task force has changed to include burglary of motor vehicles, theft of parts, and various forms of vehicle fraud that negatively affect Texas consumers. Since its inception, the Task Force has proven effective in reducing motor vehicle crime rates and has been recognized at state and national levels for its successes. The Task Force receives a portion of its funding from the Texas Motor Vehicle Crime Prevention Authority (MVCPA), a division of the Texas Department of Motor Vehicles (TXDMV).

The Tarrant Regional Auto Crimes Task Force consists of the Tarrant County Sheriff's Office, Tarrant County Criminal District Attorney's Office, National Insurance Crime Bureau, Texas Department of Motor Vehicles, Parker County Sheriff's Office, Wise County Sheriff's Office, and the police departments for the City of Arlington, City of Euless, City of Fort Worth, City of Grapevine, City of Haltom City, City of Hurst, City of Lake Worth, City of Weatherford, and City of White Settlement.

On August 20, 2024, the Commissioners Court, through Court Order #143649, approved FY 2025 Grant Award in the amount of \$2,089,417.00, with additional matching funds of \$675,346.00. This brings the total funding for FY 2025 to \$2,764,763.00.

The non-local entities are the Texas Department of Motor Vehicles and the National Insurance Crime Bureau. The staff members from the non-local entities are provided with support roles. Their salaries and benefits are funded solely by their entities.

SUBMITTED BY	Sheriff	PREPARED BY:	Ann Pena
		APPROVED BY:	Matthew Pedersen



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 12/17/2024 PAGE 2 OF 201

With approval of the Agency ILAs, the Task Force will continue operation under the Tarrant County Sheriff's Office and continue to combat burglary of motor vehicles, the theft of parts, and various forms of vehicle fraud that negatively affect Texas consumers.

The terms of these agreements are from September 1, 2024 through August 31, 2025 annually with an opportunity to reapply each year depending upon the availability of state grant funding and approvals.

The agreements have been reviewed by the Budget and Risk Management Department, Tarrant County Auditor's Office, and approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The total grant award for FY 2025 is \$2,089,417.00 of which \$1,248,327.00 is allocated for reimbursement to the participating agencies (sub-grantees). The grant requires a cash match of twenty percent (20%), which is made up of cash match from the participating agencies and the counties of Parker, Wise and Tarrant. Tarrant County's share of the cash match consists of salaries and benefits for five (5) existing county staff members of \$130,290.00.00, which includes \$33,987.00 of grant generated program income. The cash match funds are available in 10000-2025 General Fund/2110510000 Sheriff Patrol/592011 Grant Matching Funds.

The National Insurance Crime Bureau, Parker County, Wise County and the Cities of Arlington, Euless, Fort Worth, Grapevine, Haltom City, Hurst, Lake Worth, Weatherford, and White Settlement contribute a cash match totaling \$545,056.00.

The interlocal agreements obligate \$119,267.00 for salaries and benefits of Arlington, \$124,282.00 .00 for salaries and benefits of Euless, \$138,801.00 for salaries and benefits of Fort Worth, \$120,642.00 for salaries and benefits of Grapevine, \$125,528.00 for salaries and benefits for the City of Haltom City, \$132,088.00 for salaries and benefits for the City of Hurst, \$98,418.00 for salaries and benefits of the City of Lake Worth, \$95,990.00 for salaries and benefits for the City of Weatherford, \$82,003.00 for salaries and benefits for the City of White Settlement, \$122,059.00 for the salaries and benefits of Parker County, \$89,249.00 for the salaries and benefits for Wise County respectively. Additionally, overtime is budgeted at five percent of annual salary per position, per agency. The participating agencies cash match contributions are \$28,497.00 for Arlington, \$29,772.00 for Euless, \$33,315.00 for Fort Worth, \$28,882.00 for Grapevine, \$30,159.00 for Haltom City, \$31,587.00 for Hurst, \$23,601.00 for Lake Worth, \$22,969.00 for Weatherford, \$19,662.00 for White Settlement, \$29,204.00 for Parker County, and \$21,331.00 for Wise County respectively.

Sheriff / Texas Motor Vehicle Crime Prevention Authority Grant (GRANT-2004/M0022-2025/2110510000 Sheriff Patrol/575611 Contract Labor)

Sheriff / Texas Motor Vehicle Crime Prevention Authority Grant (GRANT-2004/M0022-2025/2110510000 Sheriff Patrol/443301 City Participation)

THE STATE OF TEXAS
COUNTY OF TARRANT

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THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF LAKE WORTH

**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 \$ 94,403.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Lake Worth ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 23,601.00 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:

Stacey Almond

NAME

City Manager

TITLE

3805 Adam Grubb Drive

STREET ADDRESS

Lake Worth, Texas

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:

ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge


Bill E. Waybourn

Sheriff


Phil Sorrells
District Attorney

APPROVED AS TO FORM:


Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 98,418.00:

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:

City of Lake Worth
NAME OF ENTITY

[Signature]
SIGNATURE OF AUTHORIZED OFFICIAL

9.18.2024
DATE

City Manager
TITLE

APPROVED AS TO FORM AND LEGALITY:
Not Required
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

n/a
DATE

Attest:

[Signature]



BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 80,299.00 Salary

\$ 14,104.00 Fringe

\$ 4,015.00 Taskforce Overtime

\$ 98,418.00 Total Reimbursable Funds

\$ 23,601.00 Cash Match Portion paid by City of Lake Worth

**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.

Stacey Almond

NAME

City manager

TITLE

City of Lake Worth

(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.

Stacey Almond

NAME

City Manager

TITLE

City of Lake Worth

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE COUNTY OF WISE

**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 \$ 85,324.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the County of Wise ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 21,331.00 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:

N. LANE AKIN 11 Jan 2010
NAME

Wise County Sheriff
TITLE

200 Rook Ramsey
STREET ADDRESS

Decatur, TX 76234
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:

ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn

Sheriff



Phil Sorrells

District Attorney

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 89,249.00:

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:

Wise County

NAME OF ENTITY

[Signature]

SIGNATURE OF AUTHORIZED OFFICIAL

10-28-24

DATE

County Judge

TITLE

APPROVED AS TO FORM AND LEGALITY:

[Signature]

ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

10-28-24

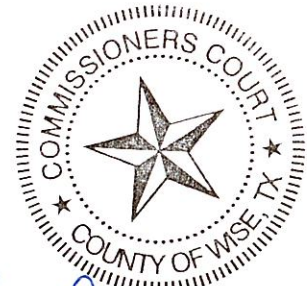
DATE

Attest:

Blanca Tuma by Analuisa Macias,

ANALUISA MACIAS

deputy clerk



BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 78,500.00 Salary

\$ 6,824.00 Fringe

\$ 3,925.00 Taskforce Overtime

\$ 89,249.00 Total Reimbursable Funds

\$ 21,331.00 Cash Match Portion paid by County of Wise

**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.

N. Rene Otho
NAME

Wise Co. Sheriff
TITLE

WCO
(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.

A. Rene Ochoa

NAME

Wise Co. Sheriff

TITLE

WCSO

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

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 \$ 78,649.00 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 \$ 19,662.00 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.

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:

Shelley Poer

NAME

Director of Human Resources and Civil Service

TITLE

214 Meadow Park Drive

STREET ADDRESS

White Settlement, Texas 76108

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:

**ROXIE HELD
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.

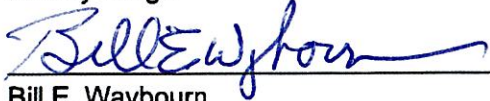
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



Phil Sorrells
District Attorney

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 82,003.00:

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:

City of White Settlement
NAME OF ENTITY

Faren
SIGNATURE OF AUTHORIZED OFFICIAL

Oct. 8, 2024
DATE

Mayor
TITLE

APPROVED AS TO FORM AND LEGALITY:

James Donnan
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY
James Donnan - TOASE

10/23/2024
DATE

Attest:

Christopher Arnold, City Secretary

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 67,072.00 Salary

\$ 11,577.00 Fringe

\$ 3,354.00 Taskforce Overtime

\$ 82,003.00 Total Reimbursable Funds

\$ 19,662.00 Cash Match Portion paid by City of White Settlement

**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.

Jeffrey J. James
NAME

City Manager
TITLE

City of White Settlement
(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.

Jeffrey J. James
NAME

City Manager
TITLE

City of White Settlement
(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF WEATHERFORD

**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 \$ 91,878.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Weatherford ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 22,969.00 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:

Diana Allen

NAME

Director of Human Resources

TITLE

303 Palo Pinto Street

STREET ADDRESS

Weatherford, TX 76086

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:

ROXIE HELD

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.

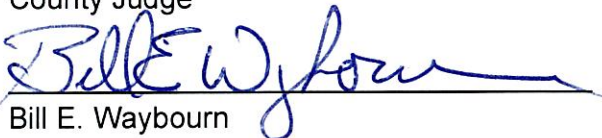
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge


Bill E. Waybourn
Sheriff


Phil Sorrells
District Attorney

APPROVED AS TO FORM:

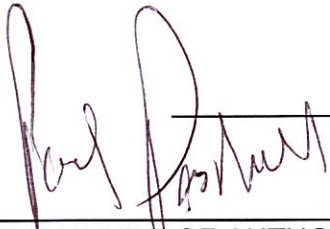

Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 95,990.00:

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:

City of Weatherford

NAME OF ENTITY

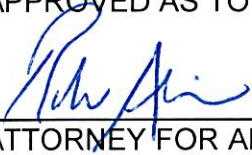
SIGNATURE OF AUTHORIZED OFFICIAL

Mayor

TITLE

9.10.24
DATE

APPROVED AS TO FORM AND LEGALITY:



ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9.10.24
DATE

Attest:



City Secretary



BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 82,243.00 Salary

\$ 9,635.00 Fringe

\$ 4,112.00 Taskforce Overtime

\$ 95,990.00 Total Reimbursable Funds

\$ 22,969.00 Cash Match Portion paid by City of Weatherford

**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.

Lance Arnold

NAME

Chief of Police

TITLE

City of Weatherford

(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.

Lance Arnold

NAME

Chief of Police

TITLE

City of Weatherford

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE COUNTY OF PARKER

**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 \$ 116,816.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the County of Parker ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 29,204.00 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:

Russ Authier

NAME

Sheriff

TITLE

129 Hogle St.

STREET ADDRESS

Weatherford, Tx. 76086

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:

ROXIE HELD
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.

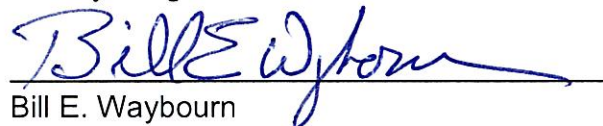
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge


Bill E. Waybourn

Sheriff


Phil Sorrells

District Attorney

APPROVED AS TO FORM:


Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 122,059.00:

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:

Parmer County Sheriff
NAME OF ENTITY

[Signature]
SIGNATURE OF AUTHORIZED OFFICIAL

9-9-24
DATE

Sheriff
TITLE

APPROVED AS TO FORM AND LEGALITY:

[Signature]
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9/9/24
DATE

Attest:

[Signature]

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 104,853.00 Salary

\$ 11,963.00 Fringe

\$ 5,243.00 Taskforce Overtime

\$ 122,059.00 Total Reimbursable Funds

\$ 29,204.00 Cash Match Portion paid by County of Parker

**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.

Russ Authier 
NAME

Sheriff
TITLE

Parker County Sheriff's Office
(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.

Russ Authier



NAME

Sheriff

TITLE

Parker County Sheriff's Office

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF HALTOM CITY

**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 \$ 120,635.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Haltom City ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 30,159.00 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.

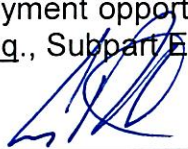
This is to certify that the objectives of the Tarrant Regional Auto Crimes Task Force as stated in its Grant Application for the fiscal year(s) funding covered by this Agreement have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan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



Cody Phillips

NAME

Haltom City Police Department Chief

TITLE

5110 Broadway Avenue

STREET ADDRESS

Haltom City, TX

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:

ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn

Sheriff



Phil Sorrells

District Attorney

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 125,528.00:

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:

Haltom City Police Department

NAME OF ENTITY



SIGNATURE OF AUTHORIZED OFFICIAL

09/09/2024

DATE

Police Chief

TITLE

APPROVED AS TO FORM AND LEGALITY:



ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9-16-2024

DATE

Attest:

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 97,857.00 Salary

\$ 22,778.00 Fringe

\$ 4,893.00 Taskforce Overtime

\$ 125,528.00 Total Reimbursable Funds

\$ 30,159.00 Cash Match Portion paid by City of Haltom City

**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

Police Chief

TITLE

Haltom City Police Department

(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

Police Chief

TITLE

Haltom City Police Department

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF GRAPEVINE

**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 \$ 115,528.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Grapevine ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 28,882.00 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:

Michael D. Hamlin
NAME
Chief of Police
TITLE
1007 W. E. Woods Ave.
STREET ADDRESS
Grapevine, TX 76052
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:

ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



Phil Sorrells
District Attorney

APPROVED AS TO FORM:


Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 120,642.00:

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:

City of Grapevine - Police Dept.
NAME OF ENTITY

M. D. W. /
SIGNATURE OF AUTHORIZED OFFICIAL

9/18/2024
DATE

Chief of Police
TITLE

APPROVED AS TO FORM AND LEGALITY:

MAR
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9/18/24
DATE

Attest:

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 102,278.00 Salary

\$ 13,250.00 Fringe

\$ 5,114.00 Taskforce Overtime

\$ 120,642.00 Total Reimbursable Funds

\$ 28,882.00 Cash Match Portion paid by City of Grapevine

**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.

Michael D. Hamlin
NAME

Chief of Police
TITLE

Grapevine Police Dept.
(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.

Michael D. Hamlin

NAME

Chief of Police

TITLE

Glasperine Police Dept.

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF FORT WORTH

**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 \$ 133,262.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Fort Worth ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 33,315.00 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:

**ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge


Bill E. Waybourn
Sheriff


Phil Sorrells
District Attorney

APPROVED AS TO FORM:


Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 138,801.00:

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:

\$ 110,779.00 Salary

\$ 22,483.00 Fringe

\$ 5,539.00 Taskforce Overtime

\$ 138,801.00 Total Reimbursable Funds

\$ 33,315.00 Cash Match Portion paid by City of Fort Worth

**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 May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF EULESS

**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 \$ 119,087.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Euless ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 29,772.00 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:

Heather Moorhead

NAME

Director of Human Resources & Risk Management

TITLE

201 N. Ector Drive

STREET ADDRESS

Eules, TX

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:

**ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



Phil Sorrells
District Attorney

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 124,282.00:



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:

Eules Police Department

NAME OF ENTITY

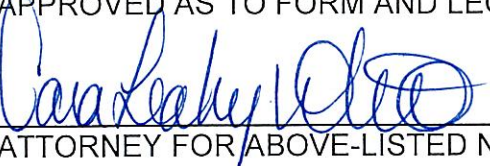

SIGNATURE OF AUTHORIZED OFFICIAL

9-4-24
DATE

Interim Chief of Police

TITLE

APPROVED AS TO FORM AND LEGALITY:


ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9-10-24
DATE

Attest:

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 103,902.00 Salary

\$ 15,185.00 Fringe

\$ 5,195.00 Taskforce Overtime

\$ 124,282.00 Total Reimbursable Funds

\$ 29,772.00 Cash Match Portion paid by City of Euless

**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.

Gary L. Landers

NAME

Interim Chief of Police

TITLE

Eules Police Department

(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.

Gary L. Landers

NAME

Interim Chief of Police

TITLE

Eules Police Department

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

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§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF ARLINGTON

**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 \$ 113,987.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Arlington ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 28,497.00 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:

**ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



Phil Sorrells
District Attorney

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 119,267.00:



Criminal District Attorney's Office*

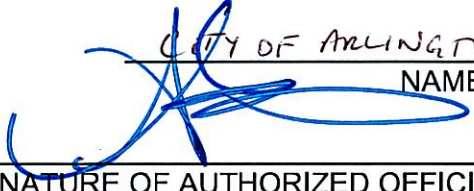
Tarrant County Auditor

*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:

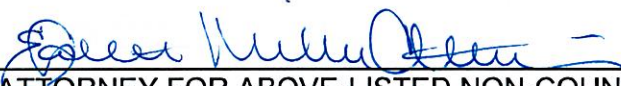
CITY OF ARLINGTON / ARLINGTON POLICE DEPARTMENT
NAME OF ENTITY


SIGNATURE OF AUTHORIZED OFFICIAL

10/24/24
DATE

Chief of Police
TITLE

APPROVED AS TO FORM AND LEGALITY:


ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

11-1-24
DATE

Attest:


Alex Busken, City Secretary

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 105,607.00 Salary

\$ 8,380.00 Fringe

\$ 5,280.00 Taskforce Overtime

\$ 119,267.00 Total Reimbursable Funds

\$ 28,497.00 Cash Match Portion paid by City of Arlington

**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.

AL JONES

NAME

POLICE CHIEF

TITLE

CITY OF ARLINGTON

(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.

Al Jones

NAME

Police Chief

TITLE

City of Arlington

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

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§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF HURST

**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 \$ 126,349.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Hurst ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 31,587.00 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:

NATHAN DUERMAYER

NAME

PROFESSIONAL STANDARDS CAPTAIN

TITLE

825A THOUSAND OAKS DRIVE

STREET ADDRESS

HURST, TEXAS 76054

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:

**ROXIE HELD
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 _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



Phil Sorrells
District Attorney

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 132,088.00:



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:

HURST POLICE DEPARTMENT

NAME OF ENTITY



SIGNATURE OF AUTHORIZED OFFICIAL

9-6-24

DATE

CITY MANAGER

TITLE

APPROVED AS TO FORM AND LEGALITY:

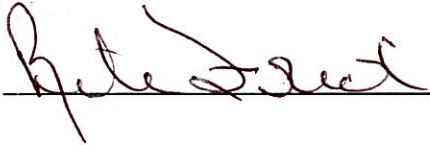


ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9/06/2024

DATE

Attest:



BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 114,774.00 Salary

\$ 11,575.00 Fringe

\$ 5,739.00 Taskforce Overtime

\$ 132,088.00 Total Reimbursable Funds

\$ 31,587.00 Cash Match Portion paid by City of Hurst

**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.

STEVE NIEKAMP 

NAME

CHIEF OF POLICE

TITLE

HURST POLICE DEPARTMENT

(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.

STEVE NIEKAMP 
NAME

CHIEF OF POLICE
TITLE

HURST POLICE DEPARTMENT
(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

CO#144505



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

DATE:

201

12/17/2024

SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 AGENCY INTERLOCAL ASSISTANCE AGREEMENTS WITH THE CITY OF ARLINGTON, CITY OF EULESS, CITY OF FORT WORTH, CITY OF GRAPEVINE, CITY OF HALTOM CITY, CITY OF HURST, CITY OF LAKE WORTH, CITY OF WEATHERFORD, CITY OF WHITE SETTLEMENT, PARKER COUNTY AND WISE COUNTY FOR PARTICIPATION IN THE TARRANT REGIONAL AUTO CRIMES TASK FORCE

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2025 Agency Interlocal Assistance Agreements with the City of Arlington, City of Euless, City of Fort Worth, City of Grapevine, City of Haltom City, City of Hurst, City of Lake Worth, City of Weatherford, City of White Settlement, Parker County and Wise County for Participation in the Tarrant Regional Auto Crimes Task Force (Task Force).

BACKGROUND

The Task Force began in 1993 and was created to combat motor vehicle theft. Over the years, the mission and scope of the task force has changed to include burglary of motor vehicles, theft of parts, and various forms of vehicle fraud that negatively affect Texas consumers. Since its inception, the Task Force has proven effective in reducing motor vehicle crime rates and has been recognized at state and national levels for its successes. The Task Force receives a portion of its funding from the Texas Motor Vehicle Crime Prevention Authority (MVCPA), a division of the Texas Department of Motor Vehicles (TXDMV).

The Tarrant Regional Auto Crimes Task Force consists of the Tarrant County Sheriff's Office, Tarrant County Criminal District Attorney's Office, National Insurance Crime Bureau, Texas Department of Motor Vehicles, Parker County Sheriff's Office, Wise County Sheriff's Office, and the police departments for the City of Arlington, City of Euless, City of Fort Worth, City of Grapevine, City of Haltom City, City of Hurst, City of Lake Worth, City of Weatherford, and City of White Settlement.

On August 20, 2024, the Commissioners Court, through Court Order #143649, approved FY 2025 Grant Award in the amount of \$2,089,417.00, with additional matching funds of \$675,346.00. This brings the total funding for FY 2025 to \$2,764,763.00.

The non-local entities are the Texas Department of Motor Vehicles and the National Insurance Crime Bureau. The staff members from the non-local entities are provided with support roles. Their salaries and benefits are funded solely by their entities.

SUBMITTED BY

Sheriff

PREPARED BY:

Ann Pena

APPROVED BY:

Matthew Pedersen



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____

DATE: _____

12/17/2024

PAGE 2 OF _____

201

With approval of the Agency ILAs, the Task Force will continue operation under the Tarrant County Sheriff's Office and continue to combat burglary of motor vehicles, the theft of parts, and various forms of vehicle fraud that negatively affect Texas consumers.

The terms of these agreements are from September 1, 2024 through August 31, 2025 annually with an opportunity to reapply each year depending upon the availability of state grant funding and approvals.

The agreements have been reviewed by the Budget and Risk Management Department, Tarrant County Auditor's Office, and approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The total grant award for FY 2025 is \$2,089,417.00 of which \$1,248,327.00 is allocated for reimbursement to the participating agencies (sub-grantees). The grant requires a cash match of twenty percent (20%), which is made up of cash match from the participating agencies and the counties of Parker, Wise and Tarrant. Tarrant County's share of the cash match consists of salaries and benefits for five (5) existing county staff members of \$130,290.00.00, which includes \$33,987.00 of grant generated program income. The cash match funds are available in 10000-2025 General Fund/2110510000 Sheriff Patrol/592011 Grant Matching Funds.

The National Insurance Crime Bureau, Parker County, Wise County and the Cities of Arlington, Euless, Fort Worth, Grapevine, Haltom City, Hurst, Lake Worth, Weatherford, and White Settlement contribute a cash match totaling \$545,056.00.

The interlocal agreements obligate \$119,267.00 for salaries and benefits of Arlington, \$124,282.00 .00 for salaries and benefits of Euless, \$138,801.00 for salaries and benefits of Fort Worth, \$120,642.00 for salaries and benefits of Grapevine, \$125,528.00 for salaries and benefits for the City of Haltom City, \$132,088.00 for salaries and benefits for the City of Hurst, \$98,418.00 for salaries and benefits of the City of Lake Worth, \$95,990.00 for salaries and benefits for the City of Weatherford, \$82,003.00 for salaries and benefits for the City of White Settlement, \$122,059.00 for the salaries and benefits of Parker County, \$89,249.00 for the salaries and benefits for Wise County respectively. Additionally, overtime is budgeted at five percent of annual salary per position, per agency. The participating agencies cash match contributions are \$28,497.00 for Arlington, \$29,772.00 for Euless, \$33,315.00 for Fort Worth, \$28,882.00 for Grapevine, \$30,159.00 for Haltom City, \$31,587.00 for Hurst, \$23,601.00 for Lake Worth, \$22,969.00 for Weatherford, \$19,662.00 for White Settlement, \$29,204.00 for Parker County, and \$21,331.00 for Wise County respectively.

Sheriff / Texas Motor Vehicle Crime Prevention Authority Grant (GRANT-2004/M0022-2025/2110510000 Sheriff Patrol/575611 Contract Labor)

Sheriff / Texas Motor Vehicle Crime Prevention Authority Grant (GRANT-2004/M0022-2025/2110510000 Sheriff Patrol/443301 City Participation)

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF ARLINGTON

**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 \$ 113,987.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Arlington ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 28,497.00 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:

**ROXIE HELD
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.

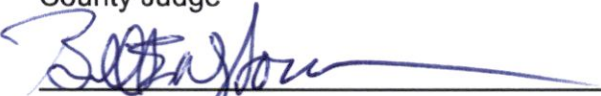
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



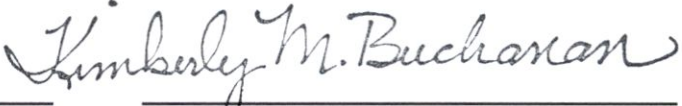
Phil Sorrells
District Attorney

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 119,267.00:



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:

CITY OF ARLINGTON / ARLINGTON POLICE DEPARTMENT
NAME OF ENTITY

[Signature]
SIGNATURE OF AUTHORIZED OFFICIAL

10/24/24
DATE

Chief of Police
TITLE

APPROVED AS TO FORM AND LEGALITY:

[Signature]
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

11-1-24
DATE

Attest:

Alex B
Alex Busken, City Secretary

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 105,607.00 Salary

\$ 8,380.00 Fringe

\$ 5,280.00 Taskforce Overtime

\$ 119,267.00 Total Reimbursable Funds

\$ 28,497.00 Cash Match Portion paid by City of Arlington

**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.

AL JONES

NAME

POLICE CHIEF

TITLE

CITY OF ARLINGTON

(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.

Al Jones

NAME

Police Chief

TITLE

City of Arlington

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF EULESS

**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 \$ 119,087.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Euless ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 29,772.00 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:

Heather Moorhead

NAME

Director of Human Resources & Risk Management

TITLE

201 N. Ector Drive

STREET ADDRESS

Eules, TX

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:

**ROXIE HELD
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.

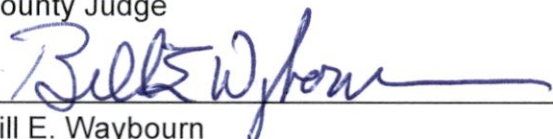
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn

Sheriff



Phil Sorrells

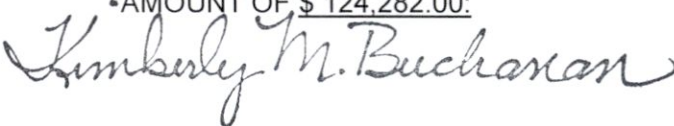
District Attorney

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
•AMOUNT OF \$ 124,282.00:



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:

Eules Police Department

NAME OF ENTITY

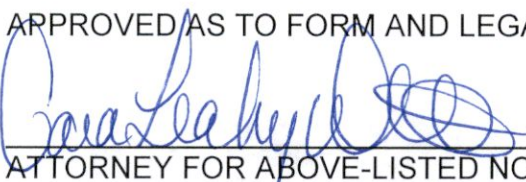

SIGNATURE OF AUTHORIZED OFFICIAL

9-4-24
DATE

Interim Chief of Police

TITLE

APPROVED AS TO FORM AND LEGALITY:


ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9-10-24
DATE

Attest:

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 103,902.00 Salary

\$ 15,185.00 Fringe

\$ 5,195.00 Taskforce Overtime

\$ 124,282.00 Total Reimbursable Funds

\$ 29,772.00 Cash Match Portion paid by City of Euless

**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.

Gary L. Landers

NAME

Interim Chief of Police

TITLE

Eules Police Department

(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.

Gary L. Landers

NAME

Interim Chief of Police

TITLE

Eulesse Police Department

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF FORT WORTH

**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 \$ 133,262.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Fort Worth ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 33,315.00 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:

**ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge


Bill E. Waybourn

Sheriff

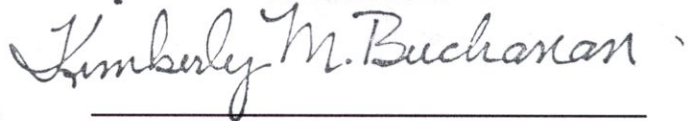

Phil Sorrells

District Attorney

APPROVED AS TO FORM:


Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 138,801.00:


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:

\$ 110,779.00 Salary

\$ 22,483.00 Fringe

\$ 5,539.00 Taskforce Overtime

\$ 138,801.00 Total Reimbursable Funds

\$ 33,315.00 Cash Match Portion paid by City of Fort Worth

**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 May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF GRAPEVINE

**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 \$ 115,528.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Grapevine ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 28,882.00 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:

Michael D. Hamlin
NAME
Chief of Police
TITLE
1007 E. F. Woods Ave.
STREET ADDRESS
Euverine, TX 76052
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:

ROXIE HELD
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.

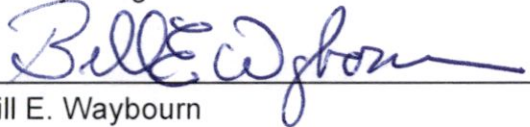
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn

Sheriff



Phil Sorrells

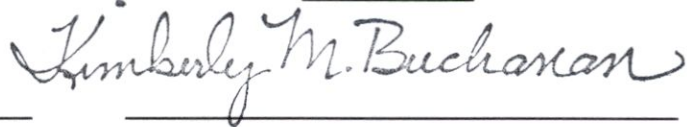
District Attorney

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 120,642.00:



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:

City of Grapevine - Police Dept.
NAME OF ENTITY

MD W.
SIGNATURE OF AUTHORIZED OFFICIAL

9/18/2024
DATE

Chief of Police
TITLE

APPROVED AS TO FORM AND LEGALITY:

MAR
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9/18/24
DATE

Attest:

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 102,278.00 Salary

\$ 13,250.00 Fringe

\$ 5,114.00 Taskforce Overtime

\$ 120,642.00 Total Reimbursable Funds

\$ 28,882.00 Cash Match Portion paid by City of Grapevine

**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.

Michael D. Hamlin
NAME

Chief of Police
TITLE

Grapevine Police Dept.
(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.

Michael D. Hamlin
NAME

Chief of Police
TITLE

GRAPESVINE Police Dept.
(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

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THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF HALTOM CITY

**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 \$ 120,635.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Haltom City ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 30,159.00 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.

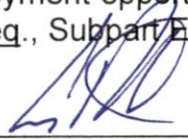
This is to certify that the objectives of the Tarrant Regional Auto Crimes Task Force as stated in its Grant Application for the fiscal year(s) funding covered by this Agreement have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan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



Cody Phillips

NAME

Haltom City Police Department Chief

TITLE

5110 Broadway Avenue

STREET ADDRESS

Haltom City, TX

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:

**ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge


Bill E. Waybourn

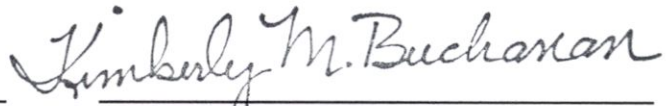
Sheriff


Phil Sorrells
District Attorney

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 125,528.00:


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:

Haltom City Police Department

NAME OF ENTITY



SIGNATURE OF AUTHORIZED OFFICIAL

09/09/2024

DATE

Police Chief

TITLE

APPROVED AS TO FORM AND LEGALITY:



ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9-16-2024

DATE

Attest:

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 97,857.00 Salary

\$ 22,778.00 Fringe

\$ 4,893.00 Taskforce Overtime

\$ 125,528.00 Total Reimbursable Funds

\$ 30,159.00 Cash Match Portion paid by City of Haltom City

**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

Police Chief

TITLE

Haltom City Police Department
(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

Police Chief

TITLE

Haltom City Police Department

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF HURST

**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 \$ 126,349.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Hurst ("Sub-Grantee"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 31,587.00 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:

NATHAN DUERMAYER

NAME

PROFESSIONAL STANDARDS CAPTAIN

TITLE

825A THOUSAND OAKS DRIVE

STREET ADDRESS

HURST, TEXAS 76054

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:

**ROXIE HELD
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.

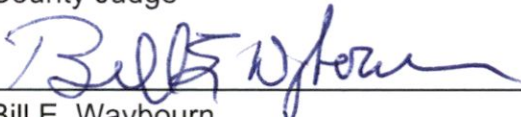
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn

Sheriff



Phil Sorrells

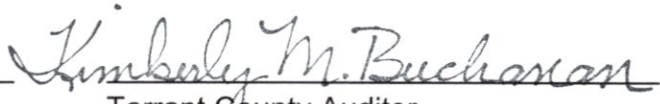
District Attorney

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 132,088.00:



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:

HURST POLICE DEPARTMENT

NAME OF ENTITY

Ch. Gunk

SIGNATURE OF AUTHORIZED OFFICIAL

9-6-24

DATE

CITY MANAGER

TITLE

APPROVED AS TO FORM AND LEGALITY:

Natalie Bullo

ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9/06/24

DATE

Attest:

[Signature]

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 114,774.00 Salary

\$ 11,575.00 Fringe

\$ 5,739.00 Taskforce Overtime

\$ 132,088.00 Total Reimbursable Funds

\$ 31,587.00 Cash Match Portion paid by City of Hurst

**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.

STEVE NIEKAMP 

NAME

CHIEF OF POLICE

TITLE

HURST POLICE DEPARTMENT

(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.

STEVE NIEKAMP 

NAME

CHIEF OF POLICE

TITLE

HURST POLICE DEPARTMENT

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF LAKE WORTH

**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 \$ 94,403.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Lake Worth ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 23,601.00 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:

Stacey Almond

NAME

City Manager

TITLE

3805 Adam Grubb Drive

STREET ADDRESS

Lake Worth, Texas

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:

ROXIE HELD
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 _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



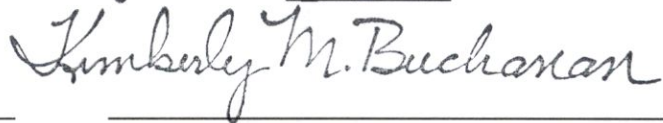
Phil Sorrells
District Attorney

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 98,418.00:



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:

City of Lake Worth

NAME OF ENTITY

[Signature]

SIGNATURE OF AUTHORIZED OFFICIAL

9.18.2024

DATE

City Manager

TITLE

APPROVED AS TO FORM AND LEGALITY:

Not Required

ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

n/a

DATE

Attest:

[Signature]



BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 80,299.00 Salary

\$ 14,104.00 Fringe

\$ 4,015.00 Taskforce Overtime

\$ 98,418.00 Total Reimbursable Funds

\$ 23,601.00 Cash Match Portion paid by City of Lake Worth

**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.

Stacey Almond

NAME

City Manager

TITLE

City of Lake Worth

(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.

Stacey Almond

NAME

City Manager

TITLE

City of Lake Worth

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE CITY OF WEATHERFORD

**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 \$ 91,878.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the City of Weatherford ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 22,969.00 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:

Diana Allen

NAME

Director of Human Resources

TITLE

303 Palo Pinto Street

STREET ADDRESS

Weatherford, TX 76086

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:

ROXIE HELD

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.

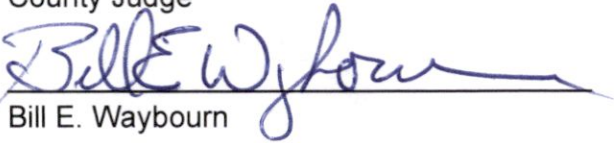
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

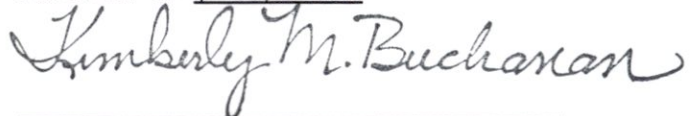

Bill E. Waybourn
Sheriff


Phil Sorrells
District Attorney

APPROVED AS TO FORM:


Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 95,990.00:


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.

[Handwritten Signature]

OTHER SIGNING ENTITY:

City of Weatherford

NAME OF ENTITY

SIGNATURE OF AUTHORIZED OFFICIAL

Mayor

TITLE

9.10.24
DATE

APPROVED AS TO FORM AND LEGALITY:

[Handwritten Signature]

ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

9.10.24
DATE

Attest:

[Handwritten Signature]

City Secretary



BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 82,243.00 Salary

\$ 9,635.00 Fringe

\$ 4,112.00 Taskforce Overtime

\$ 95,990.00 Total Reimbursable Funds

\$ 22,969.00 Cash Match Portion paid by City of Weatherford

**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.

Lance Arnold

NAME

Chief of Police

TITLE

City of Weatherford

(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.

Lance Arnold

NAME

Chief of Police

TITLE

City of Weatherford

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

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 \$ 78,649.00 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 \$ 19,662.00 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:

Shelley Poer
NAME
Director of Human Resources & Civil Service
TITLE
214 Meadow Park Drive
STREET ADDRESS
White Settlement, TX 76108
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.

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:

Shelley Poer

NAME

Director of Human Resources and Civil Service

TITLE

214 Meadow Park Drive

STREET ADDRESS

White Settlement, Texas 76108

CITY, STATE

OR, if the above is left blank, Tarrant County certifies that it is not required thereto to have such a plan.

The Tarrant County Commission

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:

WHITE

SETTLEMENT

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:

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:

ROXIE HELD
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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

Bill E. Waybourn

Bill E. Waybourn
Sheriff

Phil Sorrells

Phil Sorrells
District Attorney

APPROVED AS TO FORM:

Jim N. Nick

Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 82,003.00:

Kimberly M. Buchanan

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:

City of White Settlement
NAME OF ENTITY

Fawn [Signature]
SIGNATURE OF AUTHORIZED OFFICIAL

Oct. 8, 2024
DATE

Mayor
TITLE

APPROVED AS TO FORM AND LEGALITY:

[Signature]
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY
James Donam - TOASE

10/23/2024
DATE

Attest:

Angela Arnold, City Secretary

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 67,072.00	Salary
\$ 11,577.00	Fringe
<u>\$ 3,354.00</u>	<u>Taskforce Overtime</u>
\$ 82,003.00	Total Reimbursable Funds

\$ 19,662.00 Cash Match Portion paid by City of White Settlement

**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.

Jeffrey J. James
NAME

City Manager
TITLE

City of White Settlement
(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.

Jeffrey J. James
NAME

City Manager
TITLE

City of White Settlement
(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE COUNTY OF PARKER

**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 \$ 116,816.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the County of Parker ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 29,204.00 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:

Russ Authier

NAME

Sheriff

TITLE

129 Hogle St.

STREET ADDRESS

Weatherford, Tx. 76086

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:

ROXIE HELD
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.

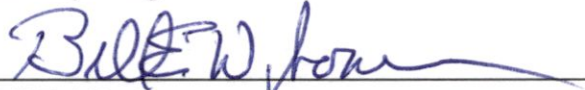
ENTIRE AGREEMENT

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 _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



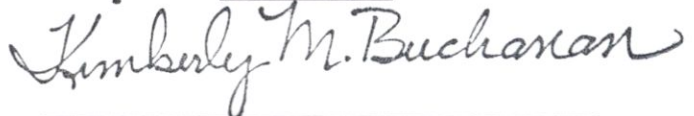
Phil Sorrells
District Attorney

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 122,059.00:



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:

Parker County
NAME OF ENTITY

[Signature]
SIGNATURE OF AUTHORIZED OFFICIAL

9/30/24
DATE

County Judge
TITLE

APPROVED AS TO FORM AND LEGALITY:

John Forrest
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

10/2/24
DATE

Attest:

[Signature]

BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 104,853.00 Salary

\$ 11,963.00 Fringe

\$ 5,243.00 Taskforce Overtime

\$ 122,059.00 Total Reimbursable Funds

\$ 29,204.00 Cash Match Portion paid by County of Parker

**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.

Russ Authier 
NAME

Sheriff
TITLE

Parker County Sheriff's Office
(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.

Russ Authier



NAME

Sheriff

TITLE

Parker County Sheriff's Office

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL -
EXECUTED BY TARRANT COUNTY
AND BY THE COUNTY OF WISE

**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 \$ 85,324.00 for salary and fringe per the Budgetary Schedule, attached hereto, to the County of Wise ("**Sub-Grantee**"). In consideration, the Sub-Grantee agrees to contribute match funds for salary and fringe in the amount of \$ 21,331.00 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:

N. LANE AKIN 11. Lane Akin
NAME
WISE County Sheriff
TITLE
200 Rook Ramsey
STREET ADDRESS
Decatur, TX 76234
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:

ROXIE HELD
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.

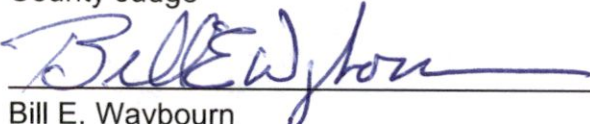
ENTIRE AGREEMENT

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.

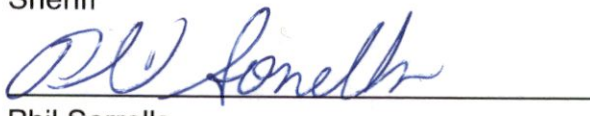
SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge



Bill E. Waybourn
Sheriff



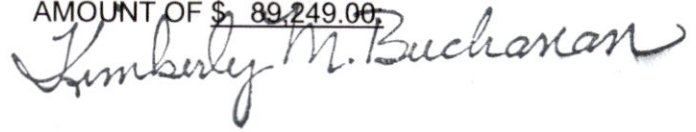
Phil Sorrells
District Attorney

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS IN THE
AMOUNT OF \$ 89,249.00



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:

Wise County

NAME OF ENTITY

[Signature]

SIGNATURE OF AUTHORIZED OFFICIAL

10-28-24

DATE

County Judge

TITLE

APPROVED AS TO FORM AND LEGALITY:

[Signature]

ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

10-28-24

DATE

Attest:

Blanca Tuma by Analuisa Macias,

ANALUISA MACIAS

deputy clerk



BUDGETARY SCHEDULE

Budgetary Schedule:

\$ 78,500.00 Salary

\$ 6,824.00 Fringe

\$ 3,925.00 Taskforce Overtime

\$ 89,249.00 Total Reimbursable Funds

\$ 21,331.00 Cash Match Portion paid by County of Wise

**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.

N. Rene Othman
NAME

Wise Co. Sheriff
TITLE

WISO
(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.

A. Anne O'Neil

NAME

Wise Co. Sheriff

TITLE

WCSO

(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated May 6, 2024.

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.

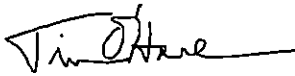
(32) **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a 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.

Consideration of Fiscal Year 2025 Agency Interlocal Assistance Agreements with the City of Arlington, City of Euless, Fort Worth, City of Grapevine, City of Haltom City, City of Hurst, City of Lake Worth, City of Weatherford, City of White Settlement, Parker County and Wise County for Participation in the Tarrant Regional Auto Crimes Task Force

SIGNED AND EXECUTED this 17 day of December, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal line extending to the right.

Tim O'Hare
County Judge
12/19/2024