

## INTERLOCAL COOPERATION CONTRACT

### **I. CONTRACTING PARTIES AND AUTHORITY**

The City of San Antonio (COSA), the Bexar County Criminal District Attorney's Office (BCCDA) and the Bexar County Sheriff's Office (BCSO) enter this Interlocal Cooperation Contract (Contract) under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

COSA certifies that it has the authority to contract for the services agreed upon by the authority granted in Ordinance No. 2023-\_\_-\_\_, passed and approved by San Antonio City Council on August 17, 2023.

BCCDA and BCSO certify that they have the authority to perform the services contracted for by the authority granted in Local Government Code Chapter 262 (the County Purchasing Act) and Texas Code of Criminal Procedure §2.17, passed and approved by Bexar County Commissioner's Court on August 22, 2023.

### **11. BACKGROUND AND PURPOSE**

The San Antonio Texas Anti-Gang Center (TAG), funded by the Texas Office of the Governor (OOG) Homeland Security Grants Division (HSGD), is established to support strategic law enforcement partnership within the San Antonio Metropolitan Statistical Area (MSA) to combat gang violence and associated organized crime. This multidisciplinary approach of TAG concentrates efforts through coordination of gang prevention, intervention, and suppression activities by combining law enforcement resources and strategies.

Through grant funds awarded to SAPD from TAG, SAPD is entering into this Contract with BCCDA and BCSO to provide funds to Bexar County for grant eligible goods and services as provided in this Contract.

### **III. STATEMENT OF SERVICES**

BCCDA and BCSO will provide certain Texas Anti-Gang Center (TAG) grant eligible services and goods. BCCDA and BCSO will invoice COSA the monthly reimbursable amount for these costs. These grant eligible services and goods are limited to: the salary and fringe benefits of a Bexar County Criminal District Attorney Assistant Prosecutor, overtime for Bexar County Sheriff Officers and the lease for 12 vehicles as provided in Attachment A- Cost Budget. COSA will

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reimburse BCCDA and BCSO to provide these grant eligible goods and services pursuant to Attachment A- Cost Budget.

BCCDA and BCSO (herein referred to as Local Parties) will also abide by Terms and Conditions and Assurances, as outlined in Attachment B.

#### **IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS**

The total amount of this contract over its term will not exceed \$443,000.00. Reimbursement by COSA for the grant eligible services and goods outlined in this Contract will be solely through grant funds awarded to COSA by TAG.

#### **V. TERM OF CONTRACT AND AMENDMENTS**

This contract is effective on the date of the last Party to sign and will terminate on 8/31/2024 or upon written request of a Party with 30 calendar days' written notice, whichever occurs earlier. This contract may only be amended by mutual written agreement of all the Parties.

#### **VI. NOTICE**

The respective Party will provide any required notice as noted in this section. Any Party may change its information in this section by giving the other Parties written notice and the date upon which the change will become effective.

If to COSA: Deputy Chief of SAPD Fusion and Covert Division, 210-207-7423

If to BCCDA: BCCDA Chief Criminal Investigator R. Sean McCleskey, [Sean.McCleskey@bexar.org](mailto:Sean.McCleskey@bexar.org), 210-335-0812

If to BCSO: CID Deputy Chief Nancy Sanford, [nsanford@bexar.org](mailto:nsanford@bexar.org), 210-335-5104

#### **VII. CERTIFICATIONS**

Each Party certifies that (1) the Contract is authorized by the governing body of the Party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying Party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

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**City of San Antonio**

By: \_\_\_\_\_

William McManus  
Chief, San Antonio Police Department

Date: \_\_\_\_\_

**County of Bexar**

By: \_\_\_\_\_

Peter Sakai  
Bexar County Judge

Date: \_\_\_\_\_

**Approved as to Legal Form:**

\_\_\_\_\_  
Sue Jana  
Assistant Criminal District Attorney  
Civil Section

**Approved as to Financial Content:**

\_\_\_\_\_  
Leo S. Caldera CIA, CGAP  
County Auditor

\_\_\_\_\_  
David Smith  
County Manager

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## Attachment A Cost Budget

Category		Subcategory	Annual Cost
Personnel	Assistant Prosecutor	Bexar County Criminal District Attorney's Office Assistant Prosecutor - Salary and fringe benefits for Bexar County Criminal District Attorney Assistant Prosecutor: \$133,000 annually. Cost includes salary (\$97,872), FICA & Medicare (\$7,487), Retirement (\$13,389), Health Insurance (\$13,553), Life Insurance (\$201), Workers Compensation (\$400), and Unemployment Insurance (\$98).	\$133,000.00
Personnel	Overtime for Peace Officers	Bexar County Sheriff's Office overtime (vacant): 12 months of overtime cost for 26 deputies (including 3 supervisors), totaling \$200,000.00. Overtime is only available for the TAG monthly targeted initiatives.	\$200,000.00
Equipment	Specialty Vehicle	Lease of 12 vehicles for use by Bexar County Sheriff's Office, totaling \$110,000	\$110,000
<b>TOTAL</b>			<b>\$443,000.00</b>

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## **Attachment B** **Terms and Conditions and Assurances**

### **1. FUNDS**

- 1.1 Availability of Funds. This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Local Parties will ensure that this article is included in any subcontract it awards.
- 1.2 No Debt against the State. This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

### **2. ALLOWABLE COSTS**

- 2.1 COSA will reimburse Local Parties for necessary and reasonable Allowable Costs that are incurred and paid by the Local Parties in performance of the Statement of Services only as authorized by and limited to Attachment A- Cost Budget of this Contract.
- 2.2 TxGMS. Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of TxGMS apply to this Contract, including the criteria for Allowable Costs.

### **3. REIMBURSEMENT**

- 3.1. Local Parties shall invoice COSA to request reimbursement for its Allowable Costs incurred in performing the Statement of Services. Local Parties' invoices shall conform to all reimbursement requirements specified by COSA.
- 3.2. Since the Local Parties are not vendors of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.

### **4. FINANCIAL RECORDS, ACCESS, AND AUDITS**

- 4.1 Local Parties understand that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Local Parties further agree to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Local

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Parties shall ensure that this clause concerning the audit of funds is included in any subcontract awarded under this Contract.

- 4.2 Local Parties shall maintain financial records including records of costs of performing the Statement of Services in accordance with generally accepted accounting practices. Upon request, Local Parties shall submit records in support of reimbursement requests. Upon reasonable notice, Local Parties shall allow access during business hours to its financial records by COSA and other state agencies for the purpose of inspection and audit. Financial records regarding this Contract shall be retained for a period of seven (7) years after date of submission of the final reimbursement request.

### 5. LOCAL PARTY'S' RESPONSIBILITIES

- 5.1 Independent Contractor. The Parties agree that the Local Parties are independent contractors. Nothing in this Contract shall create an employee-employer relationship between Local Parties and COSA. Nothing in this Contract shall create a contractual relationship or a joint venture between COSA and Local Parties or Local Parties' subcontractors, suppliers, or other persons or organizations with a contractual relationship with Local Parties.
- 5.2 Local Parties' Responsibilities for Subcontractors. All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Statement of Services under a direct or indirect contract with a Local Party shall be considered to be the acts and omissions of the Local Party.
- 5.3 Security Requirements. If a Local Party accesses, transmits, uses, or stores COSA data:
- A) Local Party shall meet the security controls specified by COSA; and
  - B) Local Party must annually provide COSA documentation demonstrating that it meets the specified COSA security requirements.

### 6. FORCE MAJEURE

Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of any Party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by any Party. No Party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non- performing Party, the time for performance shall be extended for a

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reasonable period after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. The non-performing Party must provide evidence of any failure resulting in impossibility to perform.

### 7. SOVEREIGN IMMUNITY

The Parties agree that this Contract does not waive any sovereign immunity to which any Party is entitled to by law.

### 8. SURVIVAL OF OBLIGATIONS

Except where a different period is specified in this Contract or applicable law, all rights and obligations under the Contract which by their nature should survive, including, but not limited to representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in COSA's opinion is related to the subject matter of the Contract. A Party shall notify the other Parties of any related proceeding if notice of the proceeding has not been provided directly to that other Parties.

### 9. CONTRACT INTERPRETATION

- 9.1 Delivery of Notice. Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.
- 9.2 Interpretation of Time. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 9.3 Severability. If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and

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effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

- 9.4 Venue. Local Parties agree that any cause of action involving this Contract arises solely in Bexar County, Texas.
- 9.5 Publication. Local Parties agree to notify COSA five (5) days prior to the publication or advertisement of information related to this Contract. Local Parties agree not to use the COSA logo or the COSA graphic as an advertisement or endorsement without written permission signed by the appropriate COSA authority.
- 9.6 Waiver. With the exception of an express, written waiver in the form of a unilateral amendment signed by COSA, no act or omission will constitute a waiver or release of a Local Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 9.7 Compliance with Laws. COSA relies on Local Parties to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

### 10. ASSURANCES

Each Local Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract.

- 10.1 Each Local Party represents and warrants that it will maintain oversight to ensure that its contractors perform in accordance with the terms, conditions, and specifications of their contracts.
- 10.2 Each Local Party represents that it possesses legal authority to accept the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Local Party's governing body, authorizing the execution of this agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of the Local Party to act in connection with the Contract and to provide such additional information as may be required.
- 10.3 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.



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- 10.4 Each Local Party 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.
- 10.5 Each Local Party 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.
- 10.6 Information, documentation, and other material in connection with this agreement 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, each Local Party 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.
- 10.7 This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suit or obligation, as applicable. A Local Party will ensure that this article is included in any subcontract it awards.
- 10.8 Each Local Party represents and warrants that it is not listed in the prohibited vendors lists 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. A Party will notify COSA if it can no longer make this representation.

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- 10.9 Indemnification. TO THE EXTENT AUTHORIZED BY LAW, EACH LOCAL PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF THE LOCAL PARTY UNDER THIS CONTRACT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COSA AND THE LOCAL PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES. THE DEFENSE OF COSA SHALL BE SUBJECT TO THE AUTHORITY OF THE CITY OF SAN ANTONIO TO REPRESENT COSA. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.
- 10.10 The Parties expressly *agree* that no provision of the grant or contract is in any way intended to constitute a waiver by any Party or the State of Texas of any immunities from suit or from liability that the Parties or the State of Texas may have by operation of law.
- 10.11 Each Local Party represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- 10.12 Each Local Party 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.
- 10.13 Each Local Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by the Party to the State of Texas.
- 10.14 Each Local Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

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10.15 In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Each Local Party certifies that it does not employ a person who was an executive head of the COSA within the last four years.

10.16 Each Local Party 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:

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

10.17 Each Local Party represents and warrants that COSA's payments under this Contract to it and its receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.

10.18 Each Local Party represents and warrants that in the administration of the Contract, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, A Party shall promptly notify COSA.

10.19 Each Local Party represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

10.20 Each Local Party 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.

10.21 Each Local Party certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by

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the Attorney General under Local Government Code §364.003. If a Local Party is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, the Local Party must immediately disclose the lawsuit and its current posture to the COSA.

10.22 State, Federal Law. This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

10.23 Each Local Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.