

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the City of San Antonio (COSA) enter into this Interlocal Cooperation Contract (Contract) under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has authority to contract by the authority granted in Texas Government Code Chapter 411.

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

II. STATEMENT OF SERVICES

COSA will continue to provide certain Texas Anti-Gang grant (TAG) services and goods. COSA, will invoice DPS the monthly reimbursable amount for these costs. These services and goods include the purchase or lease of law enforcement vehicles. The cost of these goods and services is outlined in Attachment A – Cost Budget. DPS will reimburse COSA for goods and services to include SAPD Crime Intelligence Analyst (Salary and Fringe Benefits), Overtime for SAPD Officers, TAG Administrator (Salary and Liability Insurance), Security and Alarm system maintenance (Fedora Intertech), Security and Alarm monitoring system (Fedora Intertech), Lease and fuel for 10 SAPD Vehicles, Telephone network/Communications circuit cost (AT&T), Internet/Network Services (AT&T), Cable Internet TV (Spectrum), Audio/Visual Equipment for Classroom (One year only), Rental of 1 Xerox MFD, Indirect Cost rate (15.75%).

COSA will also abide by Terms and Conditions and Assurances, as outlined in Attachment B.

III. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract over its term will not exceed **\$742,693.67**.

IV. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the date of the last Party to sign and will terminate on 08/31/2023, 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 the Parties.

V. NOTICE

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

If to DPS: CID Major Mark Melson, Mark.Melson@dps.texas.gov, 512-424-5318

If to COSA: Robert Blanton, Robert.Blanton@sanantonio.gov, 210-207-4119

VI. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each 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.

Department of Public Safety

City of San Antonio

Steven C. McCraw
Director

William McManus
Chief, San Antonio Police Department

Date

Date

**Attachment A
Cost Budget**

Budget Category	Budget Item	Budget Item Description	Total FY2023
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	SAPD Crime Intelligence Analyst (vacant) - Salary and fringe benefits for San Antonio Police Department Crime Intelligence Analyst dedicated to TAG Center. Annual Salary \$65,000 with FICA & Medicare (\$4,600), Retirement expenses (\$7,000), Active healthcare (\$8,400), and Retiree Healthcare (\$1,000).	\$86,000.00
Personnel	Overtime for All Peace Officers	SAPD Overtime (vacant): 12 months of overtime cost for 17 SAPD detectives, including 3 supervisors. Overtime only available for the TAG monthly targeted initiatives.	\$170,000.00
Contractual and Professional Services	Program Consultant	TAG Administrator (Contract employee, J. Morales) - Salary of \$155,000 annually (\$12,917/month) to support the goals and mission of the TAG Center project to include: serving as a multi-agency liaison, coordinating communication between the TAG partner agencies, administering the grant, reporting metrics, working in conjunction with DPS to ensure grant goals are being met, advising partner agencies and DPS in matters related to the project, collaborating interagency projects, ensuring compliance with grant mandates and policies, assisting in procurement and tracking of equipment and supplies, overseeing the TAG facility as the superintendent, representing the TAG Center, and assisting in applying for future funding, etc. Insurance requirements for the TAG Administrator (J. Morales) as set forth by the City of San Antonio. Insurance covers: Workers Compensation, Umbrella Business Owner, Miscellaneous Professional, and Cyber Security Liability. Insurance coverage provided by Philadelphia Indemnity Insurance Company through FladGroup, LLC out of Houston, TX. Insurance requirements total \$6,000.	\$161,000.00
Contractual and Professional Services	Security and Monitoring Services	Annual contract for maintenance of security system (Fedora Intertech) that provides support and maintenance for external perimeter security cameras and access control (badge) to the facility. The system requires network communications and periodic updates to the system as well as any maintenance to the physical equipment. This is a yearly cost of \$7,496.	\$7,496.00

Contractual and Professional Services	Security and Monitoring Services	Contract (Fedora Intertech) for intrusion alarm and monitoring fees for the TAG facility. Total cost of \$8,400.	\$8,400.00
Equipment	Undercover Vehicle	Lease and fuel costs for 10 vehicles for use by SAPD.	\$136,220.00
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Telephone network/Communications circuit cost for telephone operability via AT&T. Service includes 160 Cisco phones, fax for 1 copier, and 2 tablet aircards (Dell latitudes). Estimated costs are \$1,400/month, totaling \$16,800.	\$16,800.00
Supplies and Direct Operating Expenses	Internet Access Services	Internet/network service for TAG facility via AT&T. Estimated costs are \$2,000/month, totaling \$24,000.	\$24,000.00
Supplies and Direct Operating Expenses	Internet Access Services	Cable internet TV service plan via Spectrum for all TAG televisions, totaling \$4,200.	\$4,200.00
Supplies and Direct Operating Expenses	Computer Software and Media	A/V equipment for conference rooms to allow remote training capability equipment for one classroom, including speakers, cameras, and microphones.	\$25,000.00
Supplies and Direct Operating Expenses	Printer, Fax, Scanner and/or Camera (\$5,000 or less per unit)	Rental of 1 Xerox copier/printer/fax machine (multi-functioning device) @ \$210/month, totaling approximately \$2,520.00.	\$2,520.00
Indirect Costs	Indirect Costs - Approved Rate	Indirect Cost Rate (15.75%) of \$641,636.00	\$101,057.67
TOTAL W/O INDIRECT COST			\$641,636.00
GRAND TOTAL			\$742,693.67

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. COSA 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 will not be construed to create debt against the State of Texas.

2. ALLOWABLE COSTS

- 2.1 DPS will reimburse COSA for necessary and reasonable Allowable Costs that are incurred and paid by COSA in performance of the Statement of Services as authorized by this Contract in the Cost Budget.
- 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. COSA will invoice DPS to request reimbursement for its Allowable Costs incurred in performing the Statement of Services. COSA's invoices will conform to all reimbursement requirements specified by DPS.
- 3.2. Since COSA is 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 COSA understands 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. COSA further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. COSA will ensure that this clause concerning the audit of funds is included in any subcontract awarded under this Contract.
- 4.2 COSA will maintain financial records including records of costs in performing the Statement of Services in accordance with generally accepted accounting practices. Upon request, COSA will submit records in support of reimbursement requests. Upon reasonable notice, COSA will allow access during business hours to its financial records by DPS and other state agencies for the purpose of inspection and audit. Financial records regarding this Contract will be retained for a period of seven (7) years after the date of submission of the final reimbursement request.

5. COSA'S' RESPONSIBILITIES

- 5.1 Independent Contractor. The Parties agree that COSA is an independent contractor. Nothing in this Contract will create an employee-employer relationship between COSA and DPS. Nothing in this Contract will create a contractual relationship or a joint venture between DPS and COSA or COSA's subcontractors, suppliers, or other persons or organizations with a contractual relationship with COSA.
- 5.2 COSA's 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 COSA will be considered to be the acts and omissions of COSA.
- 5.3 Security Requirements. If COSA accesses, transmits, uses, or stores DPS data:
- A) COSA will meet the security controls specified by DPS; and
 - B) COSA must annually provide DPS documentation demonstrating that it meets the specified DPS 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 either Party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either Party. Neither Party will 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 will be extended for a 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 the impossibility to perform.

7. SOVEREIGN IMMUNITY

The Parties agree that this Contract does not waive any sovereign immunity to which either Party is entitled 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 DPS's opinion is related to the subject matter of the Contract. Either Party will notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other Party.

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

10. ASSURANCES

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

- 10.1 COSA 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 COSA 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 COSA's

City Council, 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 COSA 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.
- 10.4 COSA 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 COSA 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, COSA 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. COSA will ensure that this article is included in any subcontract it awards.
- 10.8 COSA 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. COSA will notify DPS if it can no longer make this representation.
- 10.9 Indemnification. TO THE EXTENT AUTHORIZED BY LAW, COSA WILL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF COSA UNDER THIS CONTRACT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DPS AND COSA 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 DPS WILL BE SUBJECT TO THE AUTHORITY OF THE OFFICE

OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT DPS. 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 the either 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 COSA 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 COSA 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 COSA agrees that any payments due under the Contract will be applied towards any debt or delinquency that is owed by COSA to the State of Texas.
- 10.14 COSA 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.
- 10.15 In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, COSA certifies that it does not employ a person who was an executive head of the DPS within the last four years.
- 10.16 COSA 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 COSA represents and warrants that DPS's payments under this Contract to it and its's 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 COSA 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, COSA will promptly notify DPS.

- 10.19 COSA 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 COSA 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 COSA 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 the Attorney General under Local Government Code §364.003. If COSA 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, COSA must immediately disclose the lawsuit and its current posture to the DPS.
- 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 COSA 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.