

COMMISSIONERS COURT AGENDA
Tuesday, March 4, 2025
9:30 a.m.



Striving for Excellence

COMMISSIONERS COURT
Neal Franklin, County Judge
Commissioner Christina Drewry, Precinct 1
Commissioner John Moore, Precinct 2
Commissioner J Scott Herod, Precinct 3
Commissioner Ralph Caraway Sr, Precinct 4



**COUNTY OF SMITH
COMMISSIONERS COURT
200 E. Ferguson, Suite 100
Tyler, Texas 75702**

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, March 4, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

Questions regarding this agenda should be directed to Commissioners Court Administrative Assistant at 903-590-4605. The agenda is available on the County's website (<http://www.smith-county.com>).

**CALL TO ORDER
DECLARE A QUORUM PRESENT
DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED
INVOCATION
PLEDGE OF ALLEGIANCE**

PUBLIC COMMENT: Members of the public who have previously filled out a participation form have an opportunity to address the Commissioners Court on agenda items. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Individual comments are limited to a maximum of three (3) minutes. If you wish to address the Court, obtain a public participation form at the Commissioners Court entryway and submit the completed form to a staff member before the meeting begins. Please be mindful of the Commissioners Court Rules of Procedure, Conduct and Decorum when making your comments and/or attending public meetings.

OPEN SESSION:

RESOLUTIONS

1. Consider and take necessary action to ratify a resolution proclaiming February 27, 2025, as "Veteran-Friendly Community Day" in Smith County.

PRESENTATIONS

SHERIFF'S OFFICE

2. Receive presentation from Sheriff's Office and approve an Interlocal Agreement authorizing the Smith County Sheriff's Office to join the statewide version of Operation Lone Star.

COURT ORDERS

EAST TEXAS AUTO THEFT TASK FORCE

3. Consider and take necessary action to approve the 2024 SB224 MVCPA Catalytic Converter Program Grant application, in the amount of \$185,804.00, for the benefit of the East Texas Auto Theft Task Force, and authorize the county judge to sign all necessary documentation.
4. Consider and take necessary action to approve the 2025 MVCPA Taskforce Grant application, in the amount of \$665,702.00, with a cash match of \$28,179.00, for the benefit of the East Texas Auto Theft Task Force, and authorize the county judge to sign all necessary documentation.
5. Consider and take necessary action to approve the 2025 SB224 MVCPA Catalytic Converter Program Grant application, in the amount of \$32,000, with a cash match of \$1,333.00, for the benefit of the East Texas Auto Theft Task Force, and authorize the county judge to sign all necessary documentation.

AUDITOR'S OFFICE

6. Consider and take necessary action to approve the FY2026 Title IV-E contract with the Texas Department of Family and Protective Services (DFPS), and authorize the county judge to sign all related documentation.

SHERIFF'S OFFICE

7. Consider and take necessary action to approve the FY2026 East Texas Anit-Gang (TAG) Center Resolution, for Grant Number 3727407, and authorize the county judge to sign all related documentation.
8. Consider and take necessary action to approve a Memorandum of Agreement between Smith County Sheriff's Office and the Administration Office of Homeland Security (OHS) /United States Immigration and Customs Enforcement (ICE) regarding 287g Task Force Model Program.

DISTRICT ATTORNEY'S OFFICE

9. Consider and take necessary action to approve the FY2025-2026 Smith County Border Prosecution Unit (BPU) Resolution, for Grant Number 393250, and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

COMMISSIONERS COURT

10. Receive the 2024 Annual Audit for Emergency Services District (ESD) No. 1.

ROAD AND BRIDGE

11. Consider and take necessary action to authorize the county judge to sign the final plat for Cedar Vista, Unit 3, County Road 4135, Precinct 4.
12. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 472, Brannon Corporation, install 15” sanitary sewer line with 24” steel encasing by open cut, Precinct 3,
 - b. County Road 411, Brannon Corporation, install 10” sanitary sewer line with 18” steel encasing by open cut, Precinct 3,
 - c. County Road 4232, CenterPoint Energy, road bore for service line install, Precinct 4,
 - d. County Road 128, CenterPoint Energy, install service line, Precinct 1,
 - e. County Road 26, Jackson Water Supply Corporation, install service line, Precinct 3,
 - f. County Road 4115, Oncor Electric LLC, upgrade utility lines with pole replacements and new pole installations, Precinct 3, and
 - g. County Road 383, Texas Land Company LLC, install service line, Precinct 3.

AUDITOR'S OFFICE

13. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

SHERIFF'S OFFICE

14. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

ADJOURN

**SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR
DISABLED PERSONS**

This meeting site is accessible to disabled persons as follows: Entrance to the Courthouse Annex is accessible through the front entrance on the south side of the Courthouse Annex located at 200 E. Ferguson. A wheelchair ramp provides access to the front entrance. The Commissioners Courtroom is on the first floor. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact Commissioners Court staff at 903-590-4605, in advance, so accommodations can be arranged.

Date: 2/28/2025

Time: 3:00 p



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/20/2025	Submitted by: Casey Murphy
Meeting Date: 03/04/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution : Veteran-Friendly Community Day	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to ratify a resolution proclaiming February 27, 2025, as "Veteran-Friendly Community Day" in Smith County.	
Background: This request came from the Tyler Area Chamber of Commerce Veterans Committee member Jackie Clay-Robertson.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Casey Murphy	Email: cmurphy@smith-county.com
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



Smith County Commissioners Court

Resolution

At a regular meeting of the Smith County Commissioners Court held at the Smith County Courthouse Annex, Tyler, Texas, at which a quorum was present, the following Resolution was ratified:

WHEREAS, Smith County is proud to be home to a significant number of veterans who have honorably served in the United States Armed Forces, and their dedication and sacrifices have greatly contributed to the safety and freedom of our nation; and

WHEREAS, the East Texas Council of Governments (ETCOG) has established the Veteran-Friendly Community Designation Program to formally recognize communities that prioritize the needs of veterans by offering access to vital resources, services and opportunities that enhance their quality of life; and

WHEREAS, the Tyler Area Chamber of Commerce Veterans Committee, through diligent effort and collaboration, successfully led the application process for this esteemed designation, demonstrating Smith County's unwavering commitment to supporting veterans and their families; and

WHEREAS, on February 13, 2025, ETCOG officially designated Smith County as a Veteran-Friendly Community, acknowledging our steadfast dedication to creating an inclusive and supportive environment for those who have served our nation.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through ratification of this Resolution does hereby proclaim February 27, 2025, as

“Veteran-Friendly Community Day”

in Smith County, and encourages all citizens to join in recognizing and celebrating this significant achievement, reflecting our county's steadfast support for those who have served in the United States Armed Forces.

WITNESS OUR HANDS THIS 4th day of March, A.D. 2025

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/26/25	Submitted by: Sheriff Larry R. Smith
Meeting Date: 3/4/2025	Department: Sheriff
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Operation Lone Star	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive presentation from Sheriff's Office regarding the approval of the Smith County Sheriff's Office to join the statewide version of Operation Lone Star.	
Background: In the past, Operation Lone Star was primarily in place on or near the Texas/Mexico border. This program has been recently expanded to allow any police department or Sheriff's Office who is a member of Operation Lone Star will be able to work with any other agency who is a member of either agency will have jurisdiction within any other jurisdiction as long as the agreement is in effect.	
Financial and Operational Impact: There is no financial impact required in order to participate in this agreement	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Sheriff Larry R. Smith	Email: LSmith@smith-county.com
Name: Judge Neal Franklin	Email: nfranklin@smith-county.com
Name: Thomas Wilson	Email: twilson@smith-county.com
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

**INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTIES AND
CITIES ASSOCIATED WITH OPERATION LONE STAR
FOR LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement was made, entered into, and executed by 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO, 53) Castroville PD, 54) Smith County SO; bodies and corporates under the laws of the State of Texas; pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain Other Local Governments), a county may, pursuant to order or resolution of its governing body, form a mutual interlocal agency to assist in criminal and narcotic investigations and law enforcement;

WHEREAS, pursuant to the provisions of Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested;

WHEREAS, pursuant to the provisions of the Texas Code of Criminal Procedure Chapter 59 (Forfeiture of Contraband), the prosecutor with felony jurisdiction in a county where a forfeiture proceeding is held under this chapter, may enter into an agreement with law enforcement agencies involved in the seizure of illegal contraband for the disposition of forfeited assets;

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County

SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO, 53) Castroville PD, 54) Smith County SO; by the coordination of criminal interdiction/ narcotics investigations efforts between the associated listed agencies.

WHEREAS, this agreement states the purpose, terms, rights, objectives, duties, and responsibilities of the parties to this agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this agreement, the parties enter into this agreement under the following terms and conditions:

1. Definitions

“Law Enforcement Agency” shall mean one or more of the law enforcement agencies that are parties to this agreement.

“Law Enforcement Officer” shall have the meaning provided by Texas Local Government Code Section 362.001(2).

“Lead Agency” shall mean the law enforcement agency that initiates the criminal investigation within the jurisdictional limits of the political subdivision for which the agency provides law enforcement services.

“Active Participation” shall mean predetermined participation such as joint operations or investigations agreed upon by participating parties to this agreement prior to the operation. Backing up officers at a stop is not active participation unless agreed upon by both parties.

2. Purpose of Agreement

The purpose of the agreement is to create and establish a joint effort between the 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO,

19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO, 53) Castroville PD, 54) Smith County SO; to combat crime throughout the jurisdictional limits of the counties who are parties to the agreement. Pursuant to order or resolution of the governing bodies of the parties to this agreement, the parties to this agreement have entered into this agreement to (1) form a mutual aid law enforcement agreement between police agencies to cooperate in criminal interdiction efforts and related criminal investigations, (2) to provide additional investigative and arrest authority to law enforcement officers employed the law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this agreement, and (3) to provide for the payment of expenses incurred in the performance of law enforcement activities during these operations.

3. Personnel and Equipment

Each law enforcement agency shall assign law enforcement officers (on an as needed and requested basis) and shall provide all necessary vehicles and equipment for the law enforcement officers assigned. All personnel assigned shall remain the employees of the party making this assignment., and shall not be considered as employees, agents, or servants, of any other party to the agreement. All compensation of services of law enforcement officers assigned during these enforcement operations shall be paid by the party making the assignment. All supplies and expenses incurred by the law enforcement officer while participating during these enforcement operations shall be paid by the law enforcement agency that acquired the supplies or incurred the expense.

4. Administration and Supervision

The lead agency for each joint effort shall have the sole responsibility for the direction and supervision of the activities of the law enforcement officers during the law enforcement operations.

All law enforcement officers in each joint effort shall be under the direct command of the lead agency.

Notwithstanding the provisions of the preceding paragraph, the heads of the law enforcement agencies shall have the sole directions in the assignment of law enforcement officers who are employed by the assigning party during the enforcement operations, including the time period of the assignment. The heads of the law enforcement agencies shall also have sole discretion in

the assignment of vehicles, K-9 units, and other equipment and supplies owned or under the control of the assigning party, including the time period of the assignment.

5. Extent of Authority

Any law enforcement officer assigned to conduct these law enforcement operations shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the political subdivisions that are parties to this agreement, including the power to make arrests and to execute search warrants.

6. Employee Status

A law enforcement officer regularly employed by one of the law enforcement agencies shall remain an employee of that agency. However, the law enforcement officer shall be considered, for the purpose of making an arrest at any location within the jurisdictional limits of any political subdivision that is a party to this agreement, to be in service of and a peace officer under the command and supervision of the lead agency. The law enforcement officer who is assigned to participate in these operations shall have all the powers of a regular law enforcement officer anywhere within the jurisdictional limits of the political subdivision that is a party to this agreement. Qualification for office by the law enforcement officer with the law enforcement agency that assigned the officer to participate in these operations shall constitute qualification for office with the lead agency and no additional cost, bond, or compensation is required. The party who assigns a law enforcement officer to these operations shall remain solely responsible for the health, safety, acts, or omissions of the assigned officer, and shall, to the extent authorized by law, indemnify the other parties to this agreement for any and all liability and damages whatsoever nature caused by the assigned officer. In further recognition of the benefits to be gained by the participating entities, it is agreed that no party to this agreement shall request reimbursement for any services performed pursuant to this agreement for another party to this agreement.

7. Compensation of Assigned Law Enforcement Officers

The party employing the law enforcement officers assigned shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, as well as travel, food, and lodging expenses incurred by the assigned officer in the performance of the law enforcement operation activities.

8. Civil Liability and Indemnification

It is further agreed that, in the event any law enforcement officer assigned shall be cited as a defendant party to any civil lawsuit, State or Federal, arising out of the officer's acts while engaging in authorized participation of the law enforcement operations, the assigned law enforcement officer shall be entitled to the same benefits from the assigning party that such law enforcement officer would be entitled to receive had such civil action arisen out of an

official act within the scope of the assigned officer's duties as a member and in the jurisdiction of the law enforcement agency from which the officer was assigned.

9. Disposition of Forfeited Assets

The sharing of assets forfeited will be handled on a case by case basis between the agency of primary jurisdiction and those agencies participating in the enforcement action and investigation from which the assets were forfeited.

10. Term of Agreement & Termination

This agreement shall be for an initial term of one year. This agreement shall be automatically renewed without further action unless terminated by either party. This agreement may be terminated at any time by any party with or without cause upon (90) days advance written notice. Any notice of termination shall be sent to other party to this Interlocal Agreement at the address listed in paragraph 15 of this agreement.

11. Amendment clause:

This Agreement may be modified or amended by written agreement between the Parties.

12. County Judge/Mayor/City Administrator Authority:

The County Judge/Mayor/City Administrator, is authorized to act on behalf of her/his governing body under this agreement for the express purpose of adding or removing parties to the agreement in writing.

13. Payment from Current Funds

Each party for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

14. Alternate Dispute Resolution

In any dispute between the parties relation to law enforcement activities, all parties involved will cooperate in good faith to resolve the dispute. Prior to the filing of a lawsuit, the parties shall:

1. Meet in an informal conference to attempt resolution of any disputes.

2. In the event the dispute is not resolved at the informal conference, submit the dispute to mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code.

15. Notices

Any notice provided for under the terms of this agreement by either party to the other shall be in writing and may be affected by personal delivery or by register or certified mail, return receipt requested. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with provisions of this paragraph.

16. Construction

This agreement shall be interpreted, construed, and governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction.

17. Captions

The Captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision hereof.

18. Prior Agreements

This contract supersedes any and all other agreements, either oral or in writing between the parties with respect to the subject matter of this contract and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this contract acknowledges that no representations, inducements, promises, or other agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

19. Authorization of Funding

Each participating agency separately certifies that payments made under this agreement will be made from current revenues and any future payments are subject to future appropriations.

All expenditures will be subject to standard County/City purchasing procedures.

20. Law Governing

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Severability

In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. Assignment

This agreement is binding upon and inures to the benefit of the parties to this agreement and their respective successors and permitted assigns. This agreement may not be assigned by any party without the written consent of all of the parties.

23. Effect of Waivers

No waiver by either party of any default, violations, or breach of the terms, provisions, and covenants contained in this agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this agreement.

24. Exercise of Police Power

This agreement and all activities under this agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

25. Warranty

The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each terms and condition set forth in the agreement.

26. Immunities Not Waived

Nothing in this agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the

execution of this agreement and the performance of the covenants contained in this agreement.

27. No Mutual Indemnification

To the extent allowed by the Constitution and Laws of the State of Texas, each County, and municipality agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the results of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

28. Effective Date

This agreement is effective on the date when the last party executes this agreement.

29. Multiple Originals

Two (2) copies of this agreement are executed; each shall be deemed an original.

30. Critical Incident Assistance

- 1) Provide mutual aid assistance between law enforcement agencies to include personnel, equipment and/or other resources needed by requesting agency to respond to, control or investigate a critical incident.
- 2) To provide investigative and arrest authority to law enforcement officers/deputies employed by law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this agreement.
- 3) Definition of Critical Incident- any incident that is unusual; violent; and/or involves a perceived threat to, or actual loss of, human life or critical infrastructure. Examples of but not limited to, school shootings, natural disasters, and mass casualty incidents.

EXECUTED by _____ on the _____ day of _____, 2025.
(County Judge)

County Sheriff

RESOLUTION

A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ALL AGENCIES INVOLVED – FOR LAW ENFORCEMENT SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of the coordination of criminal interdiction efforts between the 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO, 53) Castroville PD, 54) Smith County SO.

WHEREAS, 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO; 40) Real County SO, 41) Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO, 53) Castroville PD, 54) Smith County SO; desire to use the capital expenditures to improve the health, safety, and quality of life of the residents of their jurisdictions.

NOW THEREFORE, BE IT RESOLVED by the Commissioners Court of Smith County , Texas:

I.

THAT the _____ is authorized and directed as an act of _____ County/City, to enter into an Interlocal Cooperation Agreement Between 1)Bee County SO, 2)Brooks County SO, 3)Cuero PD, 4)Edna PD, 5)Falfurrias PD, 6)Goliad County SO, 7)Kingsville PD, 8)Kleberg County SO, 9)Kleberg County Attorney Taskforce, 10)Live Oak County SO, 11)McMullen County SO, 12)Nixon PD, 13)Refugio County SO, 14)San Patricio County SO, 15)Wharton County SO, 16)Wilson County SO, 17)Yoakum PD, 18)Gonzales County SO, 19)Gonzales PD, 20)Jackson County SO, 21)Aransas County SO, 22)Zapata County SO, 23)Duval County SO, 24)Hallettsville PD, 25)McLennan County SO, 26)Seguin PD, 27)Schulenburg PD, 28)Kerr County SO, 29)Medina County SO, 30)Atascosa County SO, 31)Hondo PD, 32)Hill County SO, 33)Bosque County SO, 34)Coryell County SO, 35)Beeville PD, 36)Shiner PD, 37)Moulton PD, 38)Kinney County SO, 39)Terrell County SO, 40) Real County SO, 41)Calhoun County SO, 42) Jim Wells, 43) Kimble County SO, 44) Kendall County SO, 45) Gillespie County SO, 46) Midland PD, 47) Freer PD, 48) La Vernia PD, 49) Austin County SO, 50) Waller County SO, 51) Fulshear PD, 52) Lavaca County SO, 53) Castroville PD, 54) Smith County SO; for law enforcement services in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the Smith County Commissioners Court on the _____ day of _____, 2025.

County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

3

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/14/2025	Submitted by: Jennafer Bell
Meeting Date: 3/4/2025	Department: ETATTF
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: 2024 SB224 East Texas Auto Theft Task Force Inter-local Agreements	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the 2024 SB224 MVCPA Catalytic Converter Program Grant application, in the amount of \$185,804.00, for the benefit of the East Texas Auto Theft Task Force, and authorize the county judge to sign all necessary documentation.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Kenneth Richbourg	Email: Kenneth.Richbourg@dps.texas.gov
Name: Kenneth Richbourg	Email: krichbourg@smith-county.com
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name: Rachel McCord	Email: rmccord@smith-county.com

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



FY24 SB224 Catalytic Converter Grant
 Motor Vehicle Crime Prevention Authority
 Statement of Grant Award and Grantee Acceptance Notice

Grant Number: **224-24-2120000**
 Grantee: **Smith County**
 Program Title: **Smith County - East Texas Auto Theft Task Force**
 Grant Award Amount: **\$185,804**
 Total Cash Match Amount: **-0-**
 In-Kind Match Amount: **-0-**
 Reimbursement Percent*: **100%**
 Grant Term: **From date accepted by Authorized Official to May 20, 2025**

Grant Budget Summary: Smith County (App ID: 261)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$0	\$0	\$0	
Fringe	\$0	\$0	\$0	
Overtime	\$0	\$0	\$0	
Professional and Contract Services	\$0	\$0	\$0	
Travel	\$3,904.00	\$0	\$3,904	
Equipment	\$181,400.00	\$0	\$181,400	
Supplies and Direct Operating Expenses (DOE)	\$500.00	\$0	\$500	
Total	\$185,804	\$0	\$185,804	

*Reimbursement Percent: 100%

That whereas, **Smith County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on February 14, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Smith County - East Texas Auto Theft Task Force** and further identified by grant number **224-24-2120000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY24 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **05/20/2024** and

Whereas, the Grantee desires to accept the FY24 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on February 14, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY24 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official’s designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

X **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

X **Multi-agency grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

APPROVED AND ACCEPTED BY:



 Authorized Official

NEAL FRANKLIN - SMITH COUNTY JUDGE
 Printed Name and Title

6/3/24

 Date Signed

The Application was submitted by Neal Franklin at 5/8/2024 10:31:07 AM and is now locked.
The confirmation Number is 2024050800261.

Primary Agency / Grantee Legal Name: *Smith County*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX2120000: SMITH CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.
Smith County - East Texas Auto Theft Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

New Grant - 2024 is the first year of the MVCPA Catalytic Converter Program Grants. All 2024 grant applicants use the new grant category.

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prosecution, Adjudication and Conviction
- Reduction of the Theft of Catalytic Converters
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

The (Smith County) East Texas Auto Theft Task Force includes the participating agencies of Smith, Henderson, Rusk, and the City of Tyler, Texas. The ETATTF coverage area includes the remaining 11 counties of the 14 County East Texas Council of Governments (ETCOG): Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Upshur, Van Zandt, and Wood.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

Select Agencies to Add	Participating Agencies	Coverage Agencies
<p>Select Agencies</p> <p>Not associated with any law enforcement entit</p> <p>Andrews</p> <p>ANDREWS CO SO [TX0020000]</p> <p>ANDREWS PD [TX0020100]</p> <p>Angelina</p> <p>ANGELINA CO SO [TX0030000]</p>	<p>HENDERSON CO SO</p> <p>RUSK CO SO (IBR)</p> <p>SMITH CO SO</p> <p>TYLER PD(MIP)(IBR)</p>	<p>ANDERSON CO SO (AE)</p> <p>PALESTINE PD</p> <p>FRANKSTON PD</p> <p>CAMP CO SO</p> <p>PITTSBURG PD (AE)</p> <p>CHEROKEE CO SO</p> <p>JACKSONVILLE PD</p> <p>RUSK PD (IBR)</p>
<p>Add as Participating Agencies</p> <p>Add as Coverage Agencies</p>	<p>Delete Selected</p>	<p>Delete Selected</p>

Other Coverage (Use if ORI not listed or explanation is necessary.):
The ETATTF also provides assistance to all DPS CID Special Agents, DPS troopers in the coverage area and DPS regulatory services division

- National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)
- Texas Department of Public Safety (DPS)**
- Other State or Federal Agency** (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line

application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

- Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 0%
- Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel				
Fringe				
Overtime				
Professional and Contract Services				
Travel	\$3,904		\$3,904	
Equipment	\$181,400		\$181,400	
Supplies and Direct Operating Expenses (DOE)	\$500		\$500	
Total	\$185,804		\$185,804	
Cash Match Percentage		0.00%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Total Personnel						
Fringe						
Total Fringe						
Overtime						
Total Overtime						
Professional and Contract Services						
Total Professional and Contract Services						
Travel						
Training/Investigation MVCPA Conference	Law enforcement In-State		\$2,440		\$2,440	
Class cat conv. training	Law enforcement In-State		\$1,464		\$1,464	
Total Travel			\$3,904		\$3,904	
Equipment						
new 4x4 crew cab pickup truck/make ready			\$47,000		\$47,000	
new laptop computer/docking stations x4			\$20,400		\$20,400	
Radar Speed trailer with LPR X2			\$114,000		\$114,000	
Total Equipment			\$181,400		\$181,400	
Supplies and Direct Operating Expenses (DOE)						
Field Supplies			\$500		\$500	
Total Supplies and Direct Operating Expenses (DOE)			\$500		\$500	

Budget Narrative

E. Travel

Motor Vehicle Crime and Cat. Conv. theft Training at the MVCPA Conference in July of 2024, four Investigators at \$122.00 per night x five nights = 2440. Cat Converter training in state for 4 investigators at \$122.00 per night x 4 investigators x three nights

F. Equipment

Budget Narrative

Task force request \$47,000.00 to purchase a new 4x4 pickup truck from MVCPA for motor vehicle crimes and catalytic converter theft prevention and enforcement of applicable rules and laws. Included is a toolbox and laptop mount, lights and radio charger. The new truck would be used by a TF investigator to travel and work out of performing daily duties, including business and metal recyclers inspections. TF request funding for \$20,400.00 to replace aging and problematic laptop computers/software, desk and vehicle docking stations that were purchased by Smith county 4 years ago for TF investigators. These computers would be used in the investigation of motor vehicle crimes and catalytic converter theft investigations and training. TF requests Funds for the purchase of a two (2) Radar Speed trailer with LPR and cell and Sims service, that would be utilized outside or near metal recyclers and areas where cat conv thefts have and are occurring. LPR could also be used to identify stolen vehicles and stolen parts offenders and offenders vehicle when not deployed specifically for cat converter thefts and investigations. Prices range from and estimated \$45,000 - \$57,000 per unit depending on the vender and outfitting of the LPR/Radar trailers. Pricing may be cheaper if two units are approved and purchased.

G. Supplies and Direct Operating Expenses (DOE)

Task Force request funding for supplies to include but not limited to paint, etching equipment, hand and electric tools, towels etc. These tools would be used as a prevention method by marking converter by those that make a request, and if public marking events are held.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

[Cash Match](#)

[In-Kind Match](#)

Statistics to Support Grant Problem Statement

Reported Cases Jurisdiction	2022	2023
	Catalytic Converter Theft	Catalytic Converter Theft
Tyler PD	112	47
Smith County	48	52
Rusk County	0	0
Henderson County	15	0

Add/Edit Statistics

Application Narrative

Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Smith County - East Texas Auto Theft Task Force was established in the early 1990's and was one of the original Task Forces to receive a grant. The multi-jurisdictional Task Force is currently comprised of five participating law enforcement agencies that include Smith County, Rusk County, Henderson County, the City of Tyler, and The Texas Department of Public Safety. The Smith County District Attorney's Office participates by providing a cash match for an administrative assistant. The Task Force has as its Project Manager a Lieutenant provided by the Texas Department of Public Safety, Criminal Investigations Division, who has specialized training from the Department in motor vehicle theft crimes. There are four full time criminal investigators assigned to the multi-jurisdictional Task Force from the four participating agencies, dedicating 100% of their time as Task Force Investigators. These Investigators are licensed Texas Peace Officers with extensive specialized training in vehicle crimes investigation. Combined, these investigators, including the program manager, have over 100 years of experience as law enforcement officers and over 50 years of extensive specialized training as vehicle crimes investigators. The Investigators assigned to the ETATTF are some of the only Investigators with specialized training in motor vehicle theft and vehicle identification, with the exception of few. The Task Force serves a three county project area with a population of approximately 365,688 (2022 Tex. demographics). Within the three county project areas, there are 376,109 registered motor vehicles (2021 DMV). The Task Force, since its inception, has included the 14 counties within the East Texas Council of Governments (ETCOG) service area to answer calls for assistance. The population within the 14 counties that make up the ETCOG is 867,823 (2022 Tex. Demographics) and there are 860717 registered vehicles (2021 DMV). The East Texas Auto Theft Task Force has been able to retain highly trained auto crimes investigators who have been assigned to the Task Force for years. This allows Task Force Investigators to develop and maintain professional relationships with law enforcement, industry, citizens, and business owners. It is the intent of the ETATTF through this application to continue to serve the members of our community and state by carrying out the following programs made possible by MVCPA. While TF Investigators devote the majority of their efforts to the detection, investigation, recovery of stolen vehicles, and the arrest of vehicle crimes suspects, Investigators perform many other functions. TF Investigators are involved in prevention of vehicle related crimes by participating in community events, National Nights Out, college events, distributing literature, conducting 68-A Inspections, assist investigating catalytic converter theft, and conduct business/MR inspections . TF Investigators engage in educating the public by speaking at public events and meetings for organizations. The effect of the programs carried out by TF Investigators has an impact that ranges from emotional to economic. The citizens of our community know that there are Investigators with specialized training that investigate and apprehend vehicle crimes offenders. Law enforcement agencies know there are TF investigators who can be called on anytime to assist with vehicle related crimes and vehicle identification. Having a dedicated unit to address vehicle crimes has been invaluable to law enforcement and the community. Existing for 30 years, and continually receiving the support of local Sheriffs, Police Chiefs, District Attorneys.

1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The ETATTF is governed by a Board of Directors that was formed to allow agencies participating in the Task Force to monitor the effectiveness and efficiency of their personnel assigned to the Task Force, as well as that of the Task Force as a unit. The Board is composed of the Smith County District Attorney, the Smith County Sheriff, the City of Tyler Police Chief, the Rusk County Sheriff and the Henderson County Sheriff and the Smith County Judge as the authorized official. The Texas Department of Public Safety is represented through the Commander of the Task Force. Board meetings are scheduled on an as-needed basis by the Task Force Commander. The Commander maintains communication with the Board and keeps them apprised of Task Force activities. The Board has been instrumental in garnering support from State Representatives and Senators to sponsor legislation in support of the East Texas Auto Theft Task Force and MVCPA. It is the goal of both the Board and the Task Force to insure that the funds allocated to the Task Force by the MVCPA are used wisely and effectively to address the problem of vehicle crimes in the Project Area. The Commander of the Task Force assigns investigations from requesting agencies and organizations as they are made. Task Force Meetings are generally held weekly to discuss cases, intelligence, and significant activities. Each Investigator is assigned specific counties outside the project area to respond to calls for assistance and to conduct inspections and presentations. Many of the calls for assistance are made directly from agency investigators to Task Force Investigators as relationships have been established over many years. Outside the project area, most counties are rural with few investigators and none with specialized training in investigating auto crimes or identifying vehicles. A cooperative work agreement has been signed by all participating agencies and all will sign an inter-local agreement. There is no intent to serve a specific target population.

Grant Problem Statement

2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to catalytic converter and the theft of parts includes the 14 counties in the ETCOG and all the municipalities within. The combined population for the 14 counties was 867,823 in 2022 per Cubit. According to the State's supplemental data in NIBIRS, these agencies reported 439 incidents of stolen parts in 2021. In 2022 there were more theft of parts at 576 and 175 incidents of catalytic converter thefts. The cost associated with Theft of parts in the 14 county area was \$1,343,682 in 2022. The theft of catalytic converters/parts is often difficult to track and sporadic in nature. The city of Tyler is the only agency that tracks actual CC thefts cases by coding, with 112 incidents in 2022 and 47 in 2023. The Smith County SO per their analyst reported 48 CC thefts in 2022, and 52 CC theft in 2023. This is believed to be a low non-accurate representation of the CC Theft problem in the area. Many of which have multiple thefts per case reported and many thefts go unreported. The other participating agencies have not tracked CC theft specifically, but will attempt to institute a coding system in the future. The Task Force has identified the majority of catalytic converter thefts occur at apartment complexes, and venues with large parking lots. In our community, large industries such as hospital parking lots, businesses complexes, apartment complexes, and sporting locations draw large numbers of vehicles and people. These have historically been locations where a thief or thieves can remain anonymous and blend in with the law abiding public to commit catalytic converter thefts and vehicle burglaries. They are able to target vehicles, wait until no one is around and then commit the crime(s). The cost of having vehicle parts stolen can cause a victim to spend countless hours away from work or family trying to repair the damage, not to mention real monetary losses associated with the theft.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

To combat the problem of catalytic theft and vehicle parts in our project area, the ETATTF will take a proactive and reactive approach. Task Force Investigators believe that educating the citizens of our community is the most effective means of combatting vehicle burglaries and thefts through public awareness - the more people who are aware of the risks and know simple solutions, the more they can minimize their exposure to catalytic converter thefts, BOV and vehicle thefts. Though TF investigators primary function is vehicle theft driven, TF investigators will investigate actionable cases of catalytic converter thefts, stolen parts, make arrests, and present cases for prosecution. Task Force Investigators will seek opportunities and collaborate with other law enforcement agencies with intelligence sharing to prevent catalytic thefts, vehicle burglaries, parts thefts, solve investigations and arrest suspects. The Task Force Investigators have established a large network with other investigators throughout the East Texas area. Information will be shared through intelligence meetings, calls, and emails with many jurisdictions concerning catalytic converter thefts and suspects and other vehicle crimes. The Task Force will continue to collaborate with local and state law enforcement agencies including DPS Regulatory to combat catalytic converter thefts and conduct regulatory inspections of metal recyclers. Task Force Investigators and participating agencies will deploy a LPR's near recycler facilities and areas determined to have high incidents of CC thefts. Task Force Investigators in collaboration with partners can conduct Etching programs. Business inspections of salvage yards, metal recyclers, and auto repair shops will be performed to combat catalytic converter and vehicle parts thefts.

3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The East Texas Auto Theft Task Force believes citizens educated in vehicle crimes can be the best allies in preventing catalytic converter thefts, burglaries of vehicles, vehicle thefts, and crime in general. Citizens who employ simple, common sense strategies to harden their property, themselves, and their assets against theft are exponentially less likely to become victims. They become assets in and of themselves by being aware of their surroundings and their exposure. By conducting crime prevention educational presentations to different venues the Task Force Investigators begin this educational process. Task Force Investigators seek to deliver these presentations to civic organizations, church groups, clubs, neighborhood watch groups or any individual who asks. Information is presented on trends to combat specific problems in the area. Ideas on strategies of preventing vehicle crimes and crime in general are discussed. MVCPA literature and promotional items are distributed to participants and are placed at many public building throughout the East Texas area. Task Force Investigators attend "National Night Out" events,

community events, festivals, tradeshows, and college campuses. TF investigators set up booths and display vehicles, banners and signs. It's a great opportunity to meet with individuals at these events to share ways of protecting one's property from theft and fraud related activities. The Task Force will utilize different forms of media when applicable in preventing catalytic converter thefts and vehicle crimes. Task Force Investigators give interviews to the news media by commenting on particular crimes or addressing the issue of a particular crimes to be prevented.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The East Texas Auto Theft Task Force is the only Task Force in the State with a DPS, Criminal Investigations Division, Lieutenant, as the Commander. Because of my role as a DPS Investigator and Commander of the Task Force, I am able to bridge a gap and bring assets such as statewide networks of investigators, databases, training, technology, personnel to address vehicle crimes. The TF will assist and work with other agencies including DPS regulatory services to combat catalytic converter thefts. There is no duplication of activities as we do not cover the same area as many single agency task forces. Task Force Investigators having established relationships with local, state, and federal law enforcement and are often contacted, consulted, and brought into investigation involving vehicle crimes. Task Force Investigators attended quarterly multi-state and multi-agency ROCIC intelligence meetings to collaborate on cross jurisdictional vehicle theft and burglary trends and suspects. The Task Force seeks to coordinate its activities with other MVCPA Task Forces, as well as Agents employed by the Department of Public Safety and Agents employed by the National Insurance Crime Bureau. The ETATTF will continue to seek and share intelligence regarding catalytic converter thefts and motor vehicle crimes with other local agencies and MVCPA funded programs to stop auto related crimes. Because most of our region is comprised of rural communities and municipalities, these law enforcement agencies have little if any specialized training and are generally understaffed. Task Force Investigators will continue to coordinate and collaborate on investigation within our region by analyzing data when available to target catalytic converter thefts and vehicle crimes in these jurisdictions. The ETATTF utilizes several local intel exchanges covering this region and areas outside our coverage area that share information of theft suspects and BOLO's.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

Smith County - East Texas Auto Theft Task Force makes application for this SB224 Grant with the understanding that there will be no cash match for equipment purchased in the first year of the approved grant.

Part II

Goals, Strategies, and Activities

[Select Goals, Strategies, and Activity Targets](#) for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft		
1.1.1	Identify groups of catalytic converter theft offenders through intelligence gathering, crime analysis and the use of informants	Number of catalytic converter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	2
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documented offenders	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected	6
1.1.6	Conduct bait vehicle operations that target Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	6
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	10
1.1.12	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	4

ID	Activity	Measure	Target
1.1.13	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed	Catalytic Converter Theft
1.1.15	Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft	Report the number of Catalytic Converters recovered by taskforce	
1.1.16	Increase the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	
1.1.17	Increase the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft		
1.2.1	Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic converter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	10
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	4
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	4
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	4
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	4
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	0
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	2
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	2
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	8
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		

ID	Activity	Measure	Target
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	2

Grant Evaluation

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

A Weekly Report of Investigative Activity is in use to capture the activities of each Task Force Investigator. The report reflects the number of theft and burglary cases assigned, arrests made, cases filed, cases cleared, vehicles inspected, altered vehicles identified, number of 68-A completed, agency assists, and the number of stolen vehicles and parts recovered and their value, and fraud related cases received or investigated. A narrative of each day's activity is also include in the report. A separate google sheet spreadsheet is completed by each investigator as it relates to the Goals and Strategies selected and those performed but not part of elected goals. The spreadsheet mirrors the progress report Goals and Strategies section and it tabulates the activity automatically. The Commander reviews this data for accuracy and completeness. The Administrative Assistant then enters the data into the Task Force Data Base. The data is then compiled into monthly reports. Each quarter the data is compared to the Project Goals, set forth in the Task Force Grant, to insure it is meeting or exceeding its goals. Should the Task Force not meet a goal in a given quarter, corrective action is taken. At the end of the Grant Cycle, the End of Year Report is compiled and again compared to the Proposed Project Objectives to determine if all objectives set were achieved. The End of Year Report is then forwarded to the MVCPA, as well as reviewed by the Board of Directors and the Task Force Commander's DPS Chain of Command. The participating agencies and Task Force Commander review the work of Investigators, statistics, and data collected for the UCR to determine the effectiveness of the programs, and where goals need to be shifted.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.
None.

TxGMS Standard Assurances by Local Governments

We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

[File Upload](#)

Current Documents in folder

[Operational or Multi-Agency Plan.docx](#) (2/13/2025 3:58:14 PM)

[Prosecutor Agreement.pdf](#) (2/13/2025 3:58:29 PM)

[Resolution.pdf](#) (6/7/2024 9:37:23 AM)

[Signed Statement of Grant Award.pdf](#) (6/11/2024 3:31:57 PM)

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Interlocal Agreement SB 224 2024
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of Tyler**, a municipal corporation situated in Smith County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **City** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$185,804.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of \$0.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of \$0.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Travel	\$0.00	No Cash Match, 100% MVCPA
Equipment	\$0.00	No Cash Match, 100% MVCPA
Direct Operating Expenses	\$0.00	No Cash Match, 100% MVCPA

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **County** and **City** fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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.

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).

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.

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.

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).

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.

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).

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

City of Tyler by:

City Manager

Date Signed

ATTEST:

City Clerk

Interlocal Agreement SB 224 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **Department of Public Safety**, a municipal corporation situated in Smith County, Texas, hereinafter called “**DPS**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **DPS** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$185,804.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **DPS** has agreed to contribute the total of \$0.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **DPS** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **DPS** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **DPS** (sub-grantee) agrees to contribute a total of \$0.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Travel	\$0.00	No Cash Match, 100% MVCPA
Equipment	\$0.00	No Cash Match, 100% MVCPA
Supplies/DOE	\$0.00	No Cash Match, 100% MVCPA

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and DPS fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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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).

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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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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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

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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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

Department of Public Safety of the State of Texas

Randall B. Prince, Deputy Director Law
Enforcement Operations

Date Signed

Interlocal Agreement SB 224 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Henderson**, a municipal corporation situated in Henderson County, Texas, hereinafter called “**Henderson County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Henderson County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$185,804.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Henderson County** has agreed to contribute the total of \$0.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Henderson County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Smith County** and **Henderson County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, **Henderson County** (sub-grantee) agrees to contribute a total of \$0.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Travel	\$0.00	No Cash Match, 100% MVCPA
Equipment	\$0.00	No Cash Match, 100% MVCPA
Supplies/DOE	\$0.00	No Cash Match, 100% MVCPA

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **Smith County** and **Henderson County** fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

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ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

County of Henderson by:

Henderson County Judge

Sheriff Botie Hillhouse

Date Signed

ATTEST:

Interlocal Agreement SB 224 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Rusk**, a municipal corporation situated in Rusk County, Texas, hereinafter called “**Rusk County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Rusk County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$185,804.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Rusk County** has agreed to contribute the total of \$0.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Rusk County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Smith County** and **Rusk County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, **Rusk County** (sub-grantee) agrees to contribute a total of \$0.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Travel	\$0.00	No Cash Match, 100% MVCPA
Equipment	\$0.00	No Cash Match, 100% MVCPA
Supplies/DOE	\$0.00	No Cash Match, 100% MVCPA

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **Smith County** and **Rusk County** fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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.

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).

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.

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.

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).

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.

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).

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

County of Rusk by:

Rusk County Judge

Sheriff JohnWayne Valdez

Date Signed

ATTEST:

4

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/14/2025	Submitted by: Jennafer Bell
Meeting Date: 3/4/2025	Department: ETATTF
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: #2 2025 Smith County East Texas Auto theft Task Force IL Agreements	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the 2025 MVCPA Taskforce Grant application, in the amount of \$665,702.00, with a cash match of \$28,179.00, for the benefit of the East Texas Auto Theft Task Force, and authorize the county judge to sign all necessary documentation.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Kenneth Richbourg	Email: Kenneth.Richbourg@dps.texas.gov
Name: Kenneth Richbourg	Email: krichbourg@smith-county.com
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name: Rachel McCord	Email: rmccord@smith-county.com

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



**FY25 Motor Vehicle Crime Prevention Authority
Statement of Taskforce Grant Award and Grantee Acceptance Notice**

Grant Number: **608-25-2120000**
 Grantee: **Smith County**
 Program Title: **Smith County-East Texas Auto Theft Task Force**
 Grant Award Amount: **\$426,986**
 Total Cash Match Amount: **\$85,401**
 In-Kind Match Amount: **\$153,315**
 Reimbursement Percent*: **83.33%**
 Grant Term: **September 1, 2024 to August 31, 2025**

Grant Budget Summary: Smith County (App ID: 293)

Budget Category	Cash		Total Expenditures	In-Kind Match
	MVCPA Expenditures	Match Expenditures		
Personnel	\$83,659	\$16,732	\$100,391	\$0
Fringe	\$16,894	\$3,379	\$20,273	\$0
Overtime	\$833	\$167	\$1,000	\$0
Professional and Contract Services	\$291,260	\$58,253	\$349,513	\$144,175
Travel	\$5,633	\$1,127	\$6,760	\$0
Equipment	\$2,000	\$400	\$2,400	\$0
Supplies and Direct Operating Expenses (DOE)	\$26,707	\$5,343	\$32,050	\$9,140
Total	\$426,986	\$85,401	\$512,387	\$153,315

*Reimbursement Percent: 83.33% - \$426,986 MVCPA amount / (\$426,986- MVCPA amount + \$85,401- Cash Match)

That whereas, **Smith County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 12, 2024, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Smith County-East Texas Auto Theft Task Force** and further identified by grant number **608-25-2120000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/19/2024** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 12, 2024;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

X **Multi-Agency Grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

X **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

APPROVED AND ACCEPTED BY:



 Authorized Official

NEAL FRANKUN - COUNTY JUDGE

 Printed Name and Title

8/27/24

 Date Signed

**The Application was submitted by Neal Franklin at 8/19/2024 2:45:13 PM and is now locked.
The confirmation Number is 2024081900293.**

Primary Agency / Grantee Legal Name: *Smith County*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX2120000: SMITH CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.
Smith County-East Texas Auto Theft Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):
New Grant - 2025 is the first year of the MVCPA Taskforce Grants. All 2025 grant applicants use the new grant category.

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

The (Smith County) East Texas Auto Theft Task Force includes the participating agencies of Smith, Henderson, Rusk, and the City of Tyler, Texas. The ETATTF coverage area includes the remaining 11 counties of the 14 County East Texas Council of Governments (ETCOG): Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Upshur, Van Zandt, and Wood.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX1070000 HENDERSON CO SO	TX0010000 ANDERSON CO SO (AE)
TX2010000 RUSK CO SO (IBR)	TX0010100 PALESTINE PD
TX2120000 SMITH CO SO	TX0010300 FRANKSTON PD
TX2120400 TYLER PD(MIP)(IBR)	TX0320000 CAMP CO SO
	TX0320100 PITTSBURG PD (AE)
	TX0370000 CHEROKEE CO SO
	TX0370100 JACKSONVILLE PD
	TX0370300 RUSK PD (IBR)
	TX0371000 ALTO PD (CB)
	TX0371100 WELLS PD (CB)
	TX0920000 GREGG CO SO (AE)
	TX0920200 GLADEWATER PD
	TX0920400 KILGORE PD
	TX0920500 LONGVIEW PD (IBR)
	TX0920600 WHITE OAK PD
	TX1020000 HARRISON CO SO (AE)
	TX1020100 HALLSVILLE PD
	TX1020200 MARSHALL PD
	TX1021300 HALLSVILLE ISD PD
	TX1070100 ATHENS PD
	TX1070200 MALAKOFF PD
	TX1070500 SEVEN POINTS PD

TX1070600 CHANDLER PD
 TX1070700 GUN BARREL CITY PD
 TX1071000 TOOL PD
 TX1071900 COFFEE CITY PD (CB)
 TX1073000 MALAKOFF ISD PD
 TX1580000 MARION CO SO
 TX1580100 JEFFERSON PD (AE)
 TX1830000 PANOLA CO SO
 TX1830100 CARTHAGE PD (AE)
 TX1900000 RAINS CO SO (AE)
 TX2010100 HENDERSON PD (IBR)
 TX2010300 OVERTON PD (AE)
 TX2011100 TATUM PD
 TX2120100 ARP PD (AE)
 TX2120200 LINDALE PD (IBR)
 TX2120300 TROUP PD
 TX2120500 WHITEHOUSE PD
 TX2120800 TYLER JR COLLEGE PD (IBR)
 TX2120900 UT TYLER PD
 TX2121000 UT H.S.C.TYLER PD (AE)
 TX2121500 BULLARD PD
 TX2300000 UPSHUR CO SO
 TX2300100 BIG SANDY PD (AE)
 TX2300200 GILMER PD (AE)
 TX2300900 EAST MOUNTAIN PD (AE)
 TX2340000 VAN ZANDT CO SO
 TX2340100 CANTON PD
 TX2340200 EDGEWOOD PD
 TX2340300 GRAND SALINE PD
 TX2340400 VAN PD
 TX2500000 WOOD CO SO
 TX2500200 HAWKINS PD
 TX2500300 MINEOLA PD
 TX2500400 QUITMAN PD
 TX2500500 WINNSBORO PD

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

The ETATTF also provides assistance to all DPS troopers in the coverage area and fire marshals offices by identifying burned vehicles. We also assist TXDMV and tax offices with fraudulent titles and registration investigations.

• **Other State or Federal Agency** (specify:) Texas DPS

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 20%

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$83,659	\$16,732	\$100,391	
Fringe	\$16,894	\$3,379	\$20,273	
Overtime	\$833	\$167	\$1,000	
Professional and Contract Services	\$291,260	\$58,253	\$349,513	\$144,175
Travel	\$5,633	\$1,127	\$6,760	
Equipment	\$2,000	\$400	\$2,400	
Supplies and Direct Operating Expenses (DOE)	\$26,707	\$5,343	\$32,050	\$9,140
Total	\$426,986	\$85,401	\$512,387	\$153,315
Cash Match Percentage		20.00%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
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Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Administrative Assistant	Administrative / Support	100	\$11,838	\$2,368	\$14,206	
Investigator - Smith County	Investigator/LEO	100	\$71,821	\$14,364	\$86,185	
Total Personnel		200	\$83,659	\$16,732	\$100,391	
Fringe						
Administrative Assistant	Administrative / Support		\$2,268	\$454	\$2,722	
Investigator - Smith County	Investigator/LEO		\$14,626	\$2,925	\$17,551	
Total Fringe			\$16,894	\$3,379	\$20,273	
Overtime						
Investigator - Smith County	Investigator/LEO		\$833	\$167	\$1,000	
Total Overtime			\$833	\$167	\$1,000	
Professional and Contract Services						
Commander-Investigator - DPS	DPS - personnel	100			\$0	\$109,473
Commander-Investigator - DPS	DPS - fringe	100			\$0	\$34,702
Investigator - Tyler PD	Investigator/LEO - personnel	100	\$84,741	\$16,948	\$101,689	
Investigator - Tyler PD	Investigator/LEO - fringe	100	\$44,628	\$8,926	\$53,554	
Investigator - Tyler PD	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Investigator - Henderson County	Investigator/LEO - personnel	100	\$60,887	\$12,177	\$73,064	
Investigator - Henderson County	Investigator/LEO - fringe	100	\$26,184	\$5,237	\$31,421	
Investigator - Henderson County	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Investigator - Rusk County	Investigator/LEO - personnel	100	\$50,996	\$10,199	\$61,195	
Investigator - Rusk County	Investigator/LEO - fringe	100	\$21,325	\$4,265	\$25,590	
Investigator - Rusk County	Investigator/LEO - overtime	100	\$833	\$167	\$1,000	
Total Professional and Contract Services		1100	\$291,260	\$58,253	\$349,513	\$144,175
Travel						
Training/Investigation	Law enforcement In-State		\$4,800	\$960	\$5,760	
Class Training	Law enforcement In-State		\$833	\$167	\$1,000	
Total Travel			\$5,633	\$1,127	\$6,760	
Equipment						
Tracking equipment (2)			\$2,000	\$400	\$2,400	
Total Equipment			\$2,000	\$400	\$2,400	
Supplies and Direct Operating Expenses (DOE)						
Shop/Field Supplies			\$833	\$167	\$1,000	
Vehicle Insurance			\$3,333	\$667	\$4,000	
Telephone Service/Cellular			\$3,333	\$667	\$4,000	
Telephone Service/Cellular					\$0	\$2,040
Office/Xerox Supplies			\$2,042	\$408	\$2,450	
Monitor Tracking Devices			\$2,000	\$400	\$2,400	
Computer Maintenance					\$0	\$5,600
Fuel/Maintenance			\$12,500	\$2,500	\$15,000	
Fuel/Maintenance					\$0	\$1,500
Registration Fees			\$1,833	\$367	\$2,200	
Uniforms			\$833	\$167	\$1,000	
Total Supplies and Direct Operating Expenses (DOE)			\$26,707	\$5,343	\$32,050	\$9,140

Budget Narrative

A. Personnel

The Project Administrative Assistant shall be responsible for the clerical functions of the Task Force and act as Administrative Assistant to the Project Manager. 100% of the Assistant's scheduled workweek will be dedicated to the Task Force. The duties of the Project Assistant include, but are not limited to: Telephone and office reception, coordinating mail-outs and mail distribution, work processing, record keeping, maintaining Task Force files, preparation of statistical reports on each investigator, compiling data from weekly reports, and maintain office and Public Awareness supplies for the Task Force. Project Assistant maintains the Task Force Expense Log, Salvage/Business Inspection Log, Property Inventory Log, and Task Force Case Assignment Log. The Project Assistant also schedules 68-A inspections and assists in the submission of quarterly Progress Reports and End of Year Reports to the Motor Vehicle Crime Prevention Authority or its Designee, following the approval of the report by the Task Force Manager. The Project Assistant will also be responsible for working with the Project Manager in the preparation of the Task Force Grant Proposal. The Project Investigator shall perform criminal investigations related to Auto Theft, Auto Burglary, Insurance Fraud and other relevant crimes; conduct salvage, business, auction, trades day and 68-A inspections. Investigator will apprehend and arrest suspects, develop intelligence information, attend intelligence meetings, conduct surveillance operations and covert operations. Project Investigator shall also conduct public service programs to inform the general public of methods to reduce the incidence of auto related crimes. Investigator shall conduct Liaison Activity with local officers and officials. Investigator shall provide instruction to local peace officers and officials as assigned. Project Investigator must hold a Texas Peace Officers license certified by the Texas Commission on Law Enforcement. Approximately 80% of the Investigator's time will be spent conducting investigations and related police activity, 15% performing inspections and 5% performing public awareness activities. The Investigator is a full time assignment to the Task Force. (Percentage of Time is based on at least a 40 hour work week.)

B. Fringe

Fringe from FICA, Retirement, Insurance, Workers Comp (Investigator), and Unemployment calculated from rates obtained through Smith County Auditor's Office in April 2024.

C. Overtime

\$1,000.00 for overtime has been requested for each Investigator assigned to the Task Force. This additional funding will assist the participating agencies cover the costs of call outs and unexpected investigations that occur and added fraud investigations.

D. Professional and Contract Services

The Project Director (Grantee) of the East Texas Auto Theft Task Force is charged with the responsibility of overseeing the activities of the Task Force within the guidelines of the Motor Vehicle Crime Prevention Authority. The Project Director of the Task Force is a Lieutenant with the Department of Public Safety (DPS). DPS has always paid the full salary, fringe, travel, vehicle, fuel and necessary equipment for the Project Director at no cost the MVCPA. These funds are now considered In-Kind match instead of previously being considered as Cash Match. The Project Director position is a full time assignment to the Task Force, provided as In-Kind Match. (Percentage of time is based on at least 40 hour work week.) He is responsible for the day to day administration and operation of the Task Force. The duties of the Project Manager include preparing written summaries of the activities of the Project Investigators and responding to requests for assistance from law enforcement agencies. The Project Manager is responsible for reviewing and approving reports produced by the Task Force. He is responsible, with the aid of the Project Administrative Assistant, for the preparation of the Project Grant application and its administration. The Project Manager is the first line supervisor of the personnel assigned to the Task Force. The Project Manager will be available to assist the Task Force Investigators in the performance of the assigned duties. The Project Manager shall be a licensed Texas Peace Officer certified by the Texas Commission on Law Enforcement. Approximately 80% of the Project Manager's time will be spent in Administration and Supervisory Activity. Approximately 10% will be spent in Public Awareness Activities and 10% in Investigation and Inspection Activity. The Project Investigators shall perform criminal investigations relating to Auto Theft, Auto Burglary, Insurance Fraud and other relevant crimes; conduct salvage, business, auction and 68-A inspections. Investigators will apprehend and arrest suspects, develop intelligence information, attend intelligence meetings, conduct surveillance operations and undercover operations, when applicable. Project Investigators shall also conduct public service programs to inform the general public of methods to reduce the incidence of auto theft and burglary. Investigators shall conduct Liaison Activity with local officers and officials. Investigators shall provide instruction to local peace officers and officials as assigned. Project Investigators must hold a Texas Peace Officers license certified by the Texas Commission on Law Enforcement. Approximately 80% of the Investigators time will be spent conducting investigations and related police activity, 15% performing inspections and 5% performing public awareness activities. The Investigator position is a full time assignment to the Task Force. (Percentage of time is based on at least a 40 hour work week.) Overtime in the amount of \$3,000.00 has been added to the application to help cover agency costs of call outs and additional motor vehicle crimes (fraud) investigations.

E. Travel

Four rooms for the TAVTI Convention \$140.00 (x) 4 investigators = \$560.00 (x) 4 days = \$2,240.00; per diem estimate at \$40.00 maximum per day per investigator (x) 4 investigators = \$160.00 (x) 4 days = \$640.00. Total TAVTI Convention expense \$2,880.00. Four rooms for the Annual MVCPA Grantee Conference \$140.00 (x) 4 investigators = \$560.00 (x) 4 days = \$2,240.00; per diem estimate at \$40.00 maximum per day per investigator (x) 4 investigators = \$160.00 (x) 4 days = \$640.00. Total Annual Grantee Conference expense \$2,880.00. Schooling/class training for new Tyler PD Officer In-State training hotel expenses and per diem estimate at \$1,000.00.

F. Equipment

Purchase two new tracking devices at approximately \$1200 each. New tracking devices will be utilized on UC operations with bait trailer and equipment deployments and to place on stolen items to track to offenders locations.

G. Supplies and Direct Operating Expenses (DOE)

Shop/Field Supplies for Task Force officers to aid in the identification of vehicle's identification numbers (WD-40, steel wool, specialized tools, towels, paint and paint stripper, sandpaper, hand cleaner, etc.) Vehicle Insurance based on current insurance rates to provide full coverage on four Task Force vehicles (2012 Ford, 2015 Chevrolet, 2022 Chevrolet and 2023 Chevrolet) and additional amount to allow for increase in premium on new vehicle if replaced. Smith County pays insurance on additional 2022 Chevrolet pickup and Task Force Commander's vehicle is furnished by DPS. Telephone service/cellular is based on current average monthly rates for cellular service for four Task Force officers. Project Manager's phone and I-pad and service provided by DPS and shown as In-Kind (estimated at \$100 per month) as well as wireless service for City of Tyler computer and Smith County Sheriff's Office computers provided to investigators and shown as In-Kind (service @ \$35/month per computer = \$70.00 (x) 12 months = \$840.00.) Total In-Kind \$2,040.00. Based on real and current costs. Office/Xerox Supplies based on current and actual expenses paid for Task Force operation as well as monthly Xerox machine rental and toner cartridges for printers. Monitor Tracking Devices the rate for one year monitoring is \$600 per tracker (x) 2 = \$1,200.00. We now have two tracking devices and are applying for two additional devices which would be an additional \$1,200.00. Computer Maintenance: Office computers/laptops computer support and maintenance is provided by Smith County IT Department free of charge and shown as In-Kind. Calculated at an estimated value of laptops at \$2,400.00 and replaced every three years (value

Budget Narrative

\$800.00/year) (x) 2 computers = \$1,600.00. Previous rates were \$2,867.04 plus additional \$1,000.00 in expenses of other services IT provides on other Task Force computers, replacement phones and licenses for county programs. Total support estimated at \$4,000.00 plus value of two computers provided \$1,600.00 = \$5,600.00 In-Kind. Based on real and allowance. Fuel/Maintenance: Based on current expenses averaging \$987.38 per month for four Task Force vehicles which are used daily and one 2012 Ford F-150 as a spare. DPS provides the Task Force Commander with a vehicle and all associated costs are paid by DPS. Average monthly fuel expense \$987.38 (x) 12 months = \$11,848.56 per year fuel expense and allowing for price increase per gallon, which now averages \$3.00/gallon a 25% increase to \$3.75/gallon. Oil change maintenance paid by Smith County and shown as In-Kind: approximately \$60.00 every two months = \$360.00/year (x) 4 Task Force vehicles = \$1,440.00. To show \$1,500.00 In=Kind to allow for cost increase. Registration Fees: \$200.00 registration fee on TAVTI Conference (x) 4 investigators (Lieutenant registration fee to be paid by DPS) = \$800.00. Also, projected registration fees in order to attend schools and/or training for new Tyler PD Officer budget \$1,400.00. Total registration fees expense \$2,200.00. Uniforms: Purchase new shirts marked with TF insignia and law enforcement to wear while performing law enforcement and task force activities. These will identify Task Force officers as Law Enforcement. Shirts have not been purchase in several years.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Smith County	Grantee	\$21,996
Tyler PD	Subgrantee	\$27,759
Henderson County SO	Subgrantee	\$19,299
Rusk County SO	Subgrantee	\$16,347
Total Cash Match		\$85,401

Source of In-Kind Match

DPS Lieutenant - Task Force Commander	Grantee	\$144,175.00
DOE	Grantee	\$9,140.00
Total In-Kind Match		\$153,315.00

Statistics to Support Grant Problem Statement

Reported Cases	2022			2023		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Applicant - Smith County	392	607	10	358	488	32
Henderson County	159	70	0	162	53	14
Rusk County	81	66	1	74	62	6
Anderson County	32	57	1	21	25	2
Camp	18	11	0	23	18	2
Cherokee	110	52	0	82	35	0
Gregg	315	355	1	292	387	11
Harrison	103	93	1	100	93	4
Marion	15	10	0	13	4	0
Panola	27	72	0	21	36	2
Rains	1	0	0	1	1	0
Upshur	29	27	0	30	23	5
Van Zandt	53	14	2	45	23	10
Wood	36	29	0	35	12	1

Application Narrative

Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Smith County - East Texas Auto Theft Task Force was established in the early 1990's and was one of the original Task Forces to receive a grant. The multi-jurisdictional Task Force is currently comprised of five participating law enforcement agencies that include Smith County, Rusk County, Henderson County, the City of Tyler, and The Texas Department of Public Safety. The Smith County District Attorney's Office participates by providing a cash match for an administrative assistant. The Task Force has as its Project Manager a Lieutenant provided by the Texas Department of Public Safety, Criminal Investigations Division, who has specialized training from the Department in motor vehicle theft crimes. There are four full time criminal investigators assigned to the multi-jurisdictional Task Force from the five participating agencies, dedicating 100% of their time as Task Force Investigators. These Investigators are licensed Texas Peace Officers with extensive specialized training in vehicle crimes investigation. Combined, these investigators, including the program manager, have over 100 years of experience as law enforcement officers and over 50 years of extensive specialized training as vehicle crimes investigators. The Investigators assigned to the ETATTF are some of

the only Investigators with specialized training in motor vehicle theft and vehicle identification, with the exception of few. The Task Force serves a three county project area with a population of approximately 384,446 (2023 Cubit). Within the three county project areas, there are 376,109 registered motor vehicles (2021 DMV). The Task Force, since its inception, has included the 14 counties within the East Texas Council of Governments (ETCOG) service area to answer calls for assistance. The population within the 14 counties that make up the ETCOG is 905,134 (2023 Cubit) and there are 860,717 registered vehicles (2021 DMV).

It is the intent of the ETATTF through this application to continue to serve the members of our community and state by carrying out the following programs made possible by MVCPA. While TF Investigators devote the majority of their efforts to the detection, investigation, recovery of stolen vehicles, and the arrest of vehicle crimes suspects, Investigators perform many other functions. TF Investigators are involved in prevention of vehicle related crimes by participating in community events, National Nights Out, college events, distributing literature, and conducting 68-A Inspections. TF Investigators routinely make efforts to reduce the sale of stolen vehicles and parts by alerting the public to schemes, conducting business inspections of businesses in the vehicle industry. TF Investigators work directly with TX DMV regional office in Longview and local tax offices. TF Investigators engage in educating the public by speaking at public events and meetings for organizations. The effect of the programs carried out by TF Investigators has an impact that ranges from emotional to economic. The citizens of our community know that there are Investigators with specialized training that investigate and apprehend vehicle crimes offenders. Law enforcement agencies know there are TF investigators who can be called on anytime to assist with vehicle related crimes and vehicle identification. Having a dedicated unit to address vehicle crimes has been invaluable to law enforcement and the community. Existing for 30 years, and continually receiving the support of local Sheriffs, Police Chiefs, District Attorneys, State Representatives and Senators from East Texas that have sponsored legislation in the past to deliver funding to MVCPA and the ETATTF demonstrates the impact and necessity of our Task Force.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The ETATTF is governed by a Board of Directors that was formed to allow agencies participating in the Task Force to monitor the effectiveness and efficiency of their personnel assigned to the Task Force, as well as that of the Task Force as a unit. The Board is composed of the Smith County District Attorney, the Smith County Sheriff, the City of Tyler Police Chief, the Rusk County Sheriff and the Henderson County Sheriff and the Smith County Judge as the authorized official. The Texas Department of Public Safety is represented through the Commander of the Task Force. Board meetings are scheduled on an as-needed basis by the Task Force Commander. The Commander maintains communication with the Board and keeps them apprised of Task Force activities. The Board has been instrumental in garnering support from State Representatives and Senators to sponsor legislation in support of the East Texas Auto Theft Task Force and MVCPA. It is the goal of both the Board and the Task Force to insure that the funds allocated to the Task Force by the MVCPA are used wisely and effectively to address the problem of vehicle crimes in the Project Area. The Commander of the Task Force assigns investigations from requesting agencies and organizations as they are made. Task Force Meetings are generally held weekly to discuss cases, intelligence, and significant activities. Each Investigator is assigned specific counties outside the project area to respond to calls for assistance and to conduct inspections and presentations. Many of the calls for assistance are made directly from agency investigators to Task Force Investigators as relationships have been established over many years. Outside the project area, most counties are rural with few investigators and none with specialized training in investigating auto crimes or identifying vehicles.

A cooperative work agreement has been signed by all participating agencies and all will sign an inter-local agreement. Many, if not all, of the 14 county ETCOG Sheriff's Departments will provide letters of support, along with some municipalities and Fire Marshalls Offices. An Agreement with the Smith County District attorneys office will be in effect so that seized funds may be retained by the ETATTF. There is no intent to serve a specific target population.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to BMV's and the theft of parts includes the 14 counties in the ETCOG and all the municipalities within. The combined population for the 14 counties was 905,134 in 2023 per Cubit. According to the State's supplemental data in NIBIRS, these agencies reported 1463 burglary of vehicles, and 576 incidents of stolen parts in 2022. In 2023 there were considerably less BMV's with 1260, with only 284 theft of parts reported. The cost associated with all BOV's in the 14 county area was well over \$1,000,000 and theft of parts was over \$1,000,000 in 2023.

The burglary from vehicles and theft of parts is often difficult to track and sporadic. The Task Force has identified the majority of vehicle burglaries occur at residences, apartment complexes, and venues with large parking lots. The majority occur in the warmer months of the year and of vehicles with items in plain sight. Many of the vehicle burglaries that occur in these areas are due to vehicles being left unlocked. There are cases documenting groups on surveillance recordings of thieves walking through neighborhoods followed by a chase car, checking every vehicle to see if it is locked. If it is not locked, they will commit the burglary. Sometimes this leads to the theft of the vehicles when a spare key is found. Sometimes home burglaries will be committed later if house keys or garage door openers are found in vehicles. In our community, large industries such as hospital parking lots, businesses complexes, apartment complexes, and sporting locations draw large numbers of vehicles and people. These have historically been locations where a thief or thieves can remain anonymous and blend in with the law abiding public to commit burglaries. They are able to target vehicles, wait until no one is around and then burglarize the vehicle.

Citizens who fall victim to vehicle burglaries are lucky if it is only the loss of property. Many times door locks are defeated, windows are broken, and damage is done to the vehicle. In some instances firearms are stolen from vehicles and are used for other crimes or sold on the black market, placing citizens at risk of more violent crimes. The cost to the citizens of our community is not only calculated in dollars but also in feeling safe in their community. Victims of vehicle burglaries often not only lose their property, but increasingly their identities. The thefts of wallets and purses from vehicles put victims at risk of identity theft and having bank and credit information compromised. The cost of having a purse or wallet stolen can cost a victim countless hours away from work or family trying to repair the damage, not to mention real monetary losses associated with the theft.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

In most instances these vehicles thefts occur at citizens' residences, businesses, and in shopping centers and convenient stores. In many of these cases, vehicles have been left unlocked with keys where citizens feel safe and secure at their residence and in their community. Vehicle thefts from residences have led to additional crimes including residential burglaries. Conversely, residential and commercial burglaries have led to stolen vehicles when keys are found in the residences or buildings. The majority of thefts from shopping centers and convenient stores occur when citizens leave the vehicle running, unlocked, and unattended. Most of these thefts are committed by thieves of opportunity who simply need transportation from point A to point B, or to steal the contents of the vehicle. Another component to vehicle theft in the area is that of insurance fraud. In many instances, vehicles are reported stolen, only to be found stripped or burned. Some of these cases have been determined to be insurance fraud and arson cases. TF Investigators Collaborate with other LE agencies and Fire Marshalls offices on these investigations. Thefts of vehicles from car dealerships has also occurred with more frequency over the past few years, with the use of stolen or created key fobs. There has also been an increase in the theft of vehicle from dealerships via online purchase with stolen identities.

A common vehicle theft in our area is that of utility and enclosed trailers. Trailer thefts are as prevalent in our cities as they are in our rural areas. Many times trailers are stolen with mowing equipment and trade tools used by the victim to earn a living. They are stolen from business, construction sites and residences. Once stolen, they are easily altered and sold in other markets to unsuspecting purchasers.

Additionally, all- terrain vehicles, utility vehicles, farm tractors and implements, and construction equipment are stolen with a high frequency. Many of these vehicles are recovered with the identification numbers removed. It is necessary to have Investigators with specialized training and resources to identify these altered vehicles and equipment. These thefts have a huge economic impact and affect people's livelihoods in our communities, especially those who are uninsured.

2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

For the ETATTF and the entire state, fraud related vehicle crimes to include: Title fraud, registration fraud, E-Tag, and other related fraud crimes involving vehicles. These crimes have increased through the years as technology advances. For the ETATTF participating and coverage areas there were a total of 46 fraud cases in 2022 and 89 in 2023 reported by Texas Department of Motor Vehicles (TXDMV), and TF captured statistics. These statistics are difficult to obtain and are poorly reported by agencies.

These cases, primarily Title fraud and registration fraud cases referred to the ETATTF by the Smith County tax office in which we share a building with and the TX DMV regional office in Longview which calls on the ETATTF to investigate fraud related vehicle crimes, primarily stolen vehicles sold with fictitious and washed titles. In the past most of these title frauds were done with the criminal washing a Titles. Now, most if not all of the Title fraud cases are done with computer generated Titles that appear on face value to be State issued legitimate Titles but in reality are fictitious. Currently most if not all of these stolen vehicles are Vin Switches/Clones. The loss associated with vehicle related fraud is difficult to analyze with limited data. However, if you consider that the majority of these stolen vehicles are late models vehicles 1-3 years old and average a value of \$30,000-\$40,000, the loss is significant. The majority of these cases come from vehicles sold with fictitious documents originating in other larger jurisdictions where collaboration with other MVCPA task forces is necessary. The innocent purchasers are generally responding to on-line ads and social media where the vehicles are listed well below market value and targeted to the Hispanic community. A second area that continues to increase is the purchase of vehicle from dealerships done entirely on-line with stolen identities. In these cases, the dealerships suffer a loss, the lender will likely suffer a loss, and the victim of ID theft suffers a loss that is not easily calculated but is substantial.

2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

The Investigators for the ETATTF devote the majority of their time detecting and investigating vehicle thefts, building criminal cases and arresting suspects. This has lead to criminal cases that touch on other penal offenses that include fraud. These cases include Insurance fraud. Often vehicles are reported stolen never to be seen again, parted out or burned, so the owner doesn't have to continue to pay for the vehicle and receives an insurance settlement. TF Investigators will investigate these cases and collaborate with insurance companies whenever possible to solve these crimes. Many of these cases include the offense of filing a false report that task force investigators file in addition to fraud.

Another common problem in the geographical area covered by the ETATTF is the theft of trailers, atv's, farm equipment and implements. Many of these items are not registered or titled. Many have no identifying number or markings which makes them extremely difficult to recover much less report accurately as stolen.

Another problem that has occurred with frequency as of late is the issuing of buyers and Dealers E-tags from dealers and individuals not having sold the vehicles. we have investigated several of these cases in collaboration with TX DMV and have made arrests for these offenses.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

To combat the problem of burglary of a motor vehicle in our project area, the ETATTF takes a proactive and reactive approach. Task Force Investigators believe that educating the citizens of our community is the most effective means of combatting vehicle burglaries and thefts through public awareness - the more people who are aware of the risks and know simple common sense solutions, the more they can minimize their exposure to burglary and thefts. Though TF investigators primary function is vehicle theft driven, TF investigators will investigate actionable cases of BOV and stolen parts, make arrests, and present cases for prosecution. The Task Force will continue to place parking lot signs in areas that are visible to pedestrian and vehicular traffic, such as apartment complexes, business parking lots, parks, boat ramps, shopping centers and locations with high incidents of vehicle burglaries. Task Force Investigators will seek opportunities and collaborate with other law enforcement agencies with intelligence sharing to prevent vehicle burglaries, parts thefts, solve investigations and arrest suspects.

The Task Force Investigators have established a large network with other investigators throughout the East Texas area. Information is shared through intelligence meetings, calls, and emails with many jurisdictions concerning not only vehicle burglaries and suspects, but most property crimes. Suspect information is shared and de-conflicted as many of the suspects are involved in many different crimes. Investigators routinely share information with other agencies through a restricted email system. This sharing of information has helped develop and identify suspects and solve crimes.

The Task Force will continue to collaborate with local and state law enforcement agencies to combat vehicle burglaries and use technology. This will be done by using analytical data from agencies as it is available and human intelligence to target areas with high frequencies of theft using bait vehicle operations. Task Force Investigators and participating agencies will deploy a vehicle containing items commonly stolen as bait with trackers when available. Investigators will conduct active surveillance of the vehicle. Arrests for burglary of a vehicle will be made as offenses occur.

To address the theft of vehicle parts, Task Force Investigators will conduct VIN Etching operations in collaboration with insurance companies and other entities when possible. Most Vin Etching operations are done in conjunction with "Watch Your Car" month. Business inspections of salvage yards, metal recyclers and auto repair shops will be performed to combat vehicle parts thefts.

3.2 Functions of the proposed program related to motor vehicle theft.

East Texas Auto Theft Task Force Investigators spend the majority of their time and efforts in the detection, investigation, identification, recovery of stolen vehicles, preparing cases, and arresting vehicle theft suspects. To combat the problem of vehicle theft the ETATTF takes both proactive and reactive approaches that include technology to reduce the incidences of economic vehicle theft in the East Texas area. One of the best approaches to combat vehicle thefts in our region is through intelligence sharing. Task Force Investigators have developed professional relationships with Investigators and officers from many local, state and federal agencies. These lines of communication are invaluable in solving not only vehicle crimes but also other related crimes, as offenders are opportunistic. Through these relationships intelligence is shared on trends and offenders who cross jurisdictions in their pursuit of crime. Intelligence is also shared and received from other MVCPA task forces, our local TAG unit, and the VCC.

To combat vehicle theft in general in our project area and the 14 county coverage area, Task Force members will educate as many citizens as possible through social media, community events, presentations, the news media, and crime prevention meetings on auto theft, burglary prevention and training investigators and patrol officers on stolen vehicle recognition and ID. To target vehicle theft in specific areas such as residential areas and apartment complexes, sporting complexes and businesses, Task Force Investigators will employ the above listed strategies and post signs and banners. These signs and banners remind citizens to always lock their vehicles and never leave anything in sight. The ETATTF also responds to LPR hits and conducts surveillance and covert operations with local LE when the stolen vehicle is located. If unable to respond the proper agency will be notified of the stolen vehicle. Flock cameras which the ETATTF access to over 36, and ring camera have been successful in identifying stolen vehicles and identifying suspects.

Task Force Investigators will monitor trends throughout East Texas and the state to prepare for and combat theft by professional thieves and organized criminals. Investigators will warn members of the auto industry when it is warranted to prevent crimes. When crimes occur, Investigators will develop investigative leads and suspects through investigations, intelligence gathering and information sharing. To identify and arrest offenders, investigators will utilize informants and analytical data when possible. Investigators will request and utilize bait vehicles from other agencies when available and necessary to address specific vehicle theft problems. The use of Task force and DPS pole cameras and trackers will be used when necessary to further investigations and record evidence of thefts or suspect locations.

The problem of insurance fraud and vehicle theft are often interrelated. Often times they also include the related crimes of arson and false reporting. Cars found burned or stripped in our multijurisdictional area are sometimes proven to be insurance frauds. Other times they are stolen for parts. When Investigators become aware of trends of particular models of vehicles being stolen, parted out or burned, information will be shared with local and state agencies to share information and develop leads and suspects. Many times we work collaboratively with Fire Marshalls offices. Vin etching programs will be conducted as a deterrent to vehicle theft.

One of the most common and problematic thefts in our geographical area are trailer thefts. All-terrain vehicles, utility vehicles, tractors and implements are also stolen at a high frequency. To address this problem, Investigators will deploy seized and purchased bait trailers with a trackers. This will be done in targeted areas where these thefts are occurring with regularity. The TF also has access to a DPS tracker equipped ATV that will be utilized as bait in conjunction with the trailers. They have been used with success in identifying suspects, making arrests and presenting cases for prosecution. The TF also partners with TPWD game wardens to deploy atv/trailer and watercraft/trailer.

Task Force Investigators will address the vehicle theft problem in the 14 county East Texas Council of Governments with public awareness strategies, analytical data as applicable, use of informants, intelligence, use of technology, training law enforcement and knowing the prolific offenders. Task Force Investigators will advocate for the use of anti-theft deterrents on vehicles and trailers.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

ETATTF investigators will continue to respond to our local tax offices and the DMV regional Office in Longview to investigate title and registration frauds that they send directly to ETATTF investigators. These cases usually involve an innocent purchaser, buying a stolen vehicle that is presented with what appears to be a good clean title and a copy of the seller's ID which is fictitious. These cases usually originate in jurisdictions

such as Dallas and Houston and our investigators work collaboratively with other task forces to try and ID the suspects and make arrests.

Another common and increasing trend is the online purchase of vehicles and atv's from dealerships where no physical contact is ever made. The suspect using a stolen Identity, purchases a vehicle with the victims stolen credit and takes delivery using a patsy. Usually several weeks pass before the crime is realized. This crimes can in the end cost the victim, lender and dealership wasted time to correct the problem and thousands of dollars in loss. We have educated our dealers and have been able to thwart the thefts and alert the victims of the ID thefts. When possible as in the past will at the allowance of the dealer, make delivery of the vehicle, have the suspect sign the documents and make arrest.

Task Force Investigator have and will continue to work with the newly formed TX DMV Investigators related to fraud cases. TF investigators will collaborate with these investigators on cases where violations have been committed in our jurisdiction. The cases we have collaborated on in the past have involved fraud (falsifying government documents) when rebuilders submitted false affidavits, and larger theft rings throughout the state. TF investigators will continue to collaborate and file these cases as requested. We have also successfully investigated E-tag sales from individuals with TX DMV from Longview. UC buys have been made resulting in arrests, fines and the loss of E-Tag production.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

The East Texas Auto Theft Task Force believes citizens educated in vehicle crimes can be the best allies in preventing burglaries of vehicles, vehicle thefts and crime in general. Citizens who employ simple, common sense strategies to harden their property, themselves, and their assets against theft are exponentially less likely to become victims. They become assets in and of themselves by being aware of their surroundings and reporting suspicious activities to law enforcement.

By conducting crime prevention educational presentations to different venues the Task Force Investigators begin this educational process. Task Force Investigators seek to deliver these presentations to civic organizations, church groups, clubs, neighborhood watch groups or any individual who asks. Information is presented on trends to combat specific problems in the area. Ideas on strategies of preventing vehicle crimes and crime in general are discussed. MVCPA literature and promotional items are distributed to participants and are placed at many public building throughout the East Texas area. Task Force Investigators attend "National Night Out" events, community events, festivals, tradeshow, and college campuses. TF investigators set up booths and display vehicles, banners and signs. It's a great opportunity to meet with individuals at these events to share ways of protecting one's property from theft and fraud related activities. Alarms, cameras, locking devices, hitch locks, are advocated as well as placing vehicles and property out of view from roadways and view. At many of these events we will often receive requests from other law enforcement agencies to participate with us.

Another way the Task Force addresses vehicle related crimes and theft is to utilize different forms of media when applicable. Task Force Investigators give interviews to the news media by commenting on particular crimes or addressing the issue of a particular crimes to be prevented. Social media is utilized to inform citizens of events and trends in thefts and ways to keep from falling victim to online schemes involving title frauds and purchasing stolen vehicles. Social media is also used to recover stolen property, identify offenders, and make arrests.

The Task force utilizes an MVCPA "Watch Your Car" signs placed in areas with high volumes of traffic and public properties to remind the community of their responsibility to conceal and protect their property. Placards are placed in business parking lots, government properties, apartment and sport complexes to achieve the same goals of reminding citizens to protect their property. Signs are also given to other LE agencies to display where appropriate.

Task Force Investigators (TCOLE certified instructors) deliver multiple TCOLE and Non-TCOLE training courses to law enforcement officers and investigators. These courses are related to vehicle crimes and prevention. Many of our rural counties in the 14 county ETCOG have investigators who have limited training in vehicle crimes. Once educated, the investigators act as a force multiplier to prevent and detect vehicle crimes. TF Investigators also teach courses to cadets at two local police academies on stolen vehicle recognition and detection. These cadets once certified police officers have a broad knowledge of stolen vehicle recognition.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

Much of the ETATTF coverage area is rural and agricultural. With that there are high incidents of trailer, tractor, implements and atv/utv thefts. To Combat these theft we have collaborated with local LE and deployed bait trailers, tractors when available, and ATV's with trackers installed to be able to track the unit if stolen. When can also deploy a pole camera to assist in identifying vehicles used and possibly ID suspect. We also recommend parking equipment out of sight and using hitch locks as preventative measures, when we attend public events or speak to organizations.

TF members are actively looking for ties to vehicle crimes that would be considered organized crime. Some of these problems involve insurance frauds and arsons where vehicle a falsely reported as stolen and dumped and or burned. TF investigators work closely with insurance investigators and Fire Marshall's office to solve these crimes and make arrest. Using technology in some of these cases has proved successful by using geo locates and cell tower information to tie the crime to the owner and make arrests. It is also being used to try and identify suspects in wheel and tire thefts We will continue to receive training and use assets from DPS, analysts, and local IT to further leverage technology to solve crimes.

For abandoned vehicles and parts that are stolen, many are parted out or go to a crusher. Inspections of auto related businesses and salvage businesses are performed as a deterrent. We will follow all leads and seek out information from informants to combat organized criminal activity.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The East Texas Auto Theft Task Force is the only Task Force in the State with a DPS, Criminal Investigations Division, Lieutenant, as the Commander. The Commander is provided at no expense to MVCPA or the TF, in "Lieu of Cash" making it possible for our participating agencies to better afford having highly trained specialized Investigators on the Task Force. DPS provides a vehicle, fuel and all other equipment, which

allows more of the grant award to be expended on vehicle crime. Because of my role as a DPS Investigator and Commander of the Task Force, I am able to bridge a gap and bring assets such as statewide networks of investigators, databases, training, technology, personnel to address vehicle crimes. DPS has committed other resources, equipment, and Special Agents to collaborate on BOV and theft operations, leveraging resources to solve crimes, arrest offenders and submit cases for prosecution. There is no duplication of activities as we do not cover the same area as many single agency task forces.

Task Force Investigators having established relationships with local, state, and federal law enforcement and are often contacted, consulted, and brought into investigation when they involve stolen vehicles or the potential for stolen vehicles through fraud. Task Force Investigators are often called to assist these agencies when search warrants are executed. As a result, on numerous occasions, many stolen vehicles and property has been recovered and suspects identified. Task Force Investigators have attended before the pandemic quarterly multi-state and multi-agency ROCIC intelligence meetings to collaborate on cross jurisdictional vehicle theft and burglary trends and suspects. The Task Force seeks to coordinate its activities with other MVCPA Task Forces, as well as Agents employed by the Department of Public Safety and Agents employed by the National Insurance Crime Bureau. The ETATTF will continue to seek and share intelligence regarding auto thefts and burglaries with other local agencies and MVCPA funded programs to stop auto related crimes. Bait vehicles and BOV bait items will be used in collaborative operations with Tyler P.D, TPWD theft Unit, and DPS targeting BOV and vehicle theft offenders

Task Force Investigators will continue to coordinate with tax assessors-collectors offices and the regional DMV office in Longview regarding suspected Title frauds, stolen vehicles, and suspects. TF Investigators have collaborated with the DMV Investigators, and have filed cases in our jurisdiction. Several calls for assistance from tax offices have developed into Title fraud investigations that have resulted in fraud cases filed and stolen vehicles recovered. Because most of our region is comprised of rural communities and municipalities, these law enforcement agencies have little if any specialized training and are generally understaffed. Task Force Investigators will continue to coordinate and collaborate on investigation within our region by analyzing data when available to target vehicle crimes in these jurisdictions. TF Investigators will continue to offer training on stolen vehicle recognition to law enforcement in collaboration with our colleges and police academies.

The ETATTF utilizes several local intel exchanges covering this region and areas outside our coverage area that share information of theft suspects and BOLO's. TF Investigators will also participate in the VCC to promote and share information with other TF programs to combat vehicle crimes.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

No exceptions requested

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documentated offenders	

ID	Activity	Measure	Target
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	10
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	10
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	20
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	6
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	10
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	300
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	20
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.	30
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	15
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	10
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	4
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	6
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	400
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	300
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	8

ID	Activity	Measure	Target
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	15
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	4
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	8
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	3
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	2
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	2
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	20
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	10
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	10

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

A Weekly Report of Investigative Activity is in use to capture the activities of each Task Force Investigator. The report reflects the number of theft and burglary cases assigned, arrests made, cases filed, cases cleared, vehicles inspected, altered vehicles identified, number of 68-A completed, agency assists, and the number of stolen vehicles and parts recovered and their value, and fraud related cases received or investigated. A narrative of each day's activity is also include in the report.

A separate google sheet spreadsheet is completed by each investigator as it relates to the Goals and Strategies selected and those performed but not part of elected goals. The spreadsheet mirrors the progress report Goals and Strategies section and it tabulates the activity automatically. The Commander reviews this data for accuracy and completeness. The Administrative Assistant then enters the data into the Task Force Data Base. The data is then compiled into monthly reports. Each quarter the data is compared to the Project Goals, set forth in the Task Force Grant, to insure it is meeting or exceeding its goals. Should the Task Force not meet a goal in a given quarter, corrective action is taken. At the end of the Grant Cycle, the End of Year Report is compiled and again compared to the Proposed Project Objectives to determine if all objectives set were achieved. The End of Year Report is then forwarded to the MVCPA, as well as reviewed by the Board of Directors and the Task Force Commander's DPS Chain of Command. The participating agencies and Task Force Commander review the work of Investigators, statistics, and data collected for the UCR to determine the effectiveness of the programs, and where goals need to be shifted.

The East Texas Auto Theft Task Force has benefited the East Texas community for 30 years as evidenced by the Sheriff's, Police Chiefs, District Attorneys' offices, and DPS willingness to continue to contribute personnel and funding. All of these agencies have had several elections and administrative changes over the quarter century and remain committed to the Task Force and Community. These officials have been instrumental in garnering the support of State Senators and Representatives to fight for and sponsor funding legislation for the East Texas Auto Theft Task Force and MVCPA. The benefits of maintaining an Auto Crimes Task Force in East Texas is evident to them and the community.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

TF investigators have been asked to teach a similar TCOLE class by a local Sheriff where their CID and patrol deputies will received some specialized training to combat vehicle thefts. Additionally the same course will be opened up to all local LE in the coverage area and will be taught through Tyler Junior College or host agency and will include a practical where vehicles, trailers, atv etc will be identified.

TxGMS Standard Assurances by Local Governments

We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Current Documents in folder

[Prosecutor Agreement.pdf](#) (2/13/2025 2:30:37 PM)

[Resolution.pdf](#) (8/28/2024 7:42:33 AM)

[Signed Statement of Grant Award.pdf](#) (8/28/2024 7:42:58 AM)

Certifications

The certifying official is the authorized official, Neal Franklin, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

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Interlocal Agreement 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Rusk**, a municipal corporation situated in Rusk County, Texas, hereinafter called “**Rusk County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Rusk County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$665,702.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Rusk County** has agreed to contribute the total of \$16,347.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Rusk County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Smith County** and **Rusk County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, **Rusk County** (sub-grantee) agrees to contribute a total of \$16,347.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Investigator – Rusk County Sheriff’s Office	\$14,631.00	Cash Match paid for salary/fringe/overtime (Professional and Contractual Services)
Equipment	100.00	Cash Match paid by Rusk County (Equipment Category)
Direct Operating Expenses	\$1,335.00	Cash Match paid by Rusk County (DOE Category)
TAVTI Convention	281.00	Cash Match paid by Rusk County (Travel Category)

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ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the Smith County and Rusk County fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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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).

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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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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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.

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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.

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.

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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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

County of Rusk by:

Rusk County Judge

Sheriff JohnWayne Valdez

Date Signed

ATTEST:

Interlocal Agreement 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Henderson**, a municipal corporation situated in Henderson County, Texas, hereinafter called “**Henderson County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Henderson County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$665,702.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Henderson County** has agreed to contribute the total of \$19,299.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Henderson County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Smith County** and **Henderson County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, **Henderson County** (sub-grantee) agrees to contribute a total of \$19,299.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Investigator – Henderson County Sheriff’s Office	\$17,581.00	Cash Match paid for salary/fringe/overtime (Professional and Contractual Services)
Equipment	100.00	Cash Match paid by Henderson County (Equipment Category)
Direct Operating Expenses	\$1,336.00	Cash Match paid by Henderson County (DOE Category)
TAVTI Convention	282.00	Cash Match paid by Henderson County (Travel Category)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the Smith County and Henderson County fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

County of Henderson by:

Henderson County Judge

Sheriff Botie Hillhouse

Date Signed

ATTEST:

Interlocal Agreement 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **Department of Public Safety**, a municipal corporation situated in Smith County, Texas, hereinafter called “**DPS**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **DPS** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$665,702.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **DPS** has agreed to contribute the total of \$145,375.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **DPS** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **DPS** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **DPS** (sub-grantee) agrees to contribute a total of \$145,375.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Task Force Commander – Texas Department of Public Safety	\$144,175.00	In-Kind Match paid for salary/fringe (Professional and Contractual Services)
Cell Phone/I-Pad/surveillance equip.	\$1,200.00	In-Kind Match (Supplies & DOE)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and DPS fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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.

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).

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.

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.

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).

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.

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).

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

Department of Public Safety of the State of Texas

Randall B. Prince, Deputy Director Law
Enforcement Operations

Date Signed

Interlocal Agreement 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of Tyler**, a municipal corporation situated in Smith County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **City** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$665,702.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of \$28,179.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of \$28,179.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Investigator – Tyler Police Department (City employee)	\$26,041.00	Cash Match paid for salary/fringe/overtime (Professional and Contractual Services)
Wireless Computer Service	\$420.00	In-Kind Match by City (Supplies and Direct Operating Expenses)
Equipment	100.00	Cash Match paid by City (Equipment Category)
Direct Operating Expenses	\$1,336.00	Cash Match paid by City (DOE Category)
TAVTI Convention	282.00	Cash Match paid by City (Travel Category)

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ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

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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.

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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.

Indemnification- to the extent permitted by law 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.

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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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

City of Tyler by:

City Manager

Date Signed

ATTEST:

City Clerk

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/14/2025	Submitted by: Jennafer Bell
Meeting Date: 3/4/2025	Department: ETATTF
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: #3 2025 SB224 Smith County ETATTF inter-local agreements	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the 2025 SB224 MVCPA Catalytic Converter Program Grant application, in the amount of \$32,000, for the benefit of the East Texas Auto Theft Task Force, and authorize the county judge to sign all necessary documentation.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Kenneth Richbourg	Email: Kenneth.Richbourg@dps.texas.gov
Name: Kenneth Richbourg	Email: krichbourg@smith-county.com
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name: Rachel McCord	Email: rmccord@smith-county.com

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



FY25 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number: 224-25-2120000
Grantee: Smith County
Program Title: Smith County - East Texas Auto Theft Task Force
Grant Award Amount: \$26,667
Total Cash Match Amount: \$5,333
In-Kind Match Amount: \$0
Reimbursement Percent*: 83.33%
Grant Term: September 1, 2024 to August 31, 2025

Grant Budget Summary: Smith County (App ID: 344)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0
Overtime	\$0	\$0	\$0	\$0
Professional and Contract Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies and Direct Operating Expenses (DOE)	\$26,667	\$5,333	\$32,000	
Total	\$26,667	\$5,333	\$32,000	

*Reimbursement Percent: 83.33% - \$26,667- MVCPA amount / \$26,667– MVCPA amount + \$5,333- Cash Match)

That whereas, **Smith County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on May 13, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Smith County - East Texas Auto Theft Task Force** and further identified by grant number **224-25-2120000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/22/2024** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;

- The Request for Applications issued on May 13, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

 X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

 X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

 X **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

 X **Multi-agency grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

APPROVED AND ACCEPTED BY:



Authorized Official

NEAL FRANKLIN - COUNTY JUDGE
Printed Name and Title

8/27/24
Date Signed

The Application was submitted by Neal Franklin at 8/19/2024 2:43:57 PM and is now locked.
The confirmation Number is 2024081900344.

Primary Agency / Grantee Legal Name: *Smith County*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX2120000: SMITH CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.
Smith County - East Texas Auto Theft Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):
 New Grant - 2025 is the first year of the MVCPA Catalytic Converter Program Grants. All 2025 grant applicants use the new grant category.

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prosecution, Adjudication and Conviction
- Reduction of the Theft of Catalytic Converters
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

The (Smith County) East Texas Auto Theft Task Force includes the participating agencies of Smith, Henderson, Rusk, and the City of Tyler, Texas. The ETATTF coverage area includes the remaining 11 counties of the 14 County East Texas Council of Governments (ETCOG): Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Upshur, Van Zandt, and Wood.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

Select Agencies to Add	Participating Agencies	Coverage Agencies
<p>Select Agencies</p> <p>Not associated with any law enforcement entit</p> <p>Andrews</p> <p>ANDREWS CO SO [TX0020000]</p> <p>ANDREWS PD [TX0020100]</p> <p>Angelina</p> <p>ANGELINA CO SO [TX0030000]</p>	<p>HENDERSON CO SO</p> <p>RUSK CO SO (IBR)</p> <p>SMITH CO SO</p> <p>TYLER PD(MIP)(IBR)</p>	<p>ANDERSON CO SO (AE)</p> <p>PALESTINE PD</p> <p>FRANKSTON PD</p> <p>CAMP CO SO</p> <p>PITTSBURG PD (AE)</p> <p>CHEROKEE CO SO</p> <p>JACKSONVILLE PD</p> <p>RUSK PD (IBR)</p>
<p>Add as Participating Agencies</p> <p>Add as Coverage Agencies</p>	<p>Delete Selected</p>	<p>Delete Selected</p>

- Other Coverage** (Use if ORI not listed or explanation is necessary.):
The ETATTF also provides assistance to all DPS CID Special Agents, DPS troopers in the coverage area and DPS regulatory services division
- National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)
- Texas Department of Public Safety (DPS)**
- Other State or Federal Agency** (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line

application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

- Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 20%
- Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Personnel	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Fringe				
Overtime				
Professional and Contract Services				
Travel				
Equipment				
Supplies and Direct Operating Expenses (DOE)	\$26,667	\$5,333	\$32,000	
Total	\$26,667	\$5,333	\$32,000	
Cash Match Percentage		20.00%		

Description	Subcategory Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel					
Total Personnel					
Fringe					
Total Fringe					
Overtime					
Total Overtime					
Professional and Contract Services					
Total Professional and Contract Services					
Travel					
Total Travel					
Equipment					
Total Equipment					
Supplies and Direct Operating Expenses (DOE)					
Subscription service LPR X 2		\$26,667	\$5,333	\$32,000	
Total Supplies and Direct Operating Expenses (DOE)		\$26,667	\$5,333	\$32,000	

Budget Narrative

G. Supplies and Direct Operating Expenses (DOE)

Commercial Subscription services for two LPRS, that will be purchased with funding from 2024 SB 224 estimated to be approximately \$15, 000 each. Subscriptions are believed to be an annual renewal. Cost can be less if not the commercial Subscription.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

[Cash Match](#)

Source of Cash Match

Smith County	Grantee	\$1,334
Total Cash Match		\$5,333

Source of Cash Match

Henderson County	Subgrantee	\$1,333
Rusk County	Subgrantee	\$1,333
Tyler PD	Subgrantee	\$1,333
Total Cash Match		\$5,333

[In-Kind Match](#)

Statistics to Support Grant Problem Statement

Reported Cases Jurisdiction	2023	2024
	Catalytic Converter Theft	Catalytic Converter Theft
Tyler PD	112	11
Smith County	52	8
Rusk County	0	2
Hnderson County	0	0

Add/Edit Statistics

Application Narrative

Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Smith County - East Texas Auto Theft Task Force was established in the early 1990's and was one of the original Task Forces to receive a grant. The multi-jurisdictional Task Force is currently comprised of five participating law enforcement agencies that include Smith County, Rusk County, Henderson County, the City of Tyler, and The Texas Department of Public Safety. The Smith County District Attorney's Office participates by providing a cash match for an administrative assistant. The Task Force has as its Project Manager a Lieutenant provided by the Texas Department of Public Safety, Criminal Investigations Division, who has specialized training from the Department in motor vehicle theft crimes. There are four full time criminal investigators assigned to the multi-jurisdictional Task Force from the four participating agencies, dedicating 100% of their time as Task Force Investigators. These Investigators are licensed Texas Peace Officers with extensive specialized training in vehicle crimes investigation. Combined, these investigators, including the program manager, have over 100 years of experience as law enforcement officers and over 50 years of extensive specialized training as vehicle crimes investigators. The Investigators assigned to the ETATTF are some of the only Investigators with specialized training in motor vehicle theft and vehicle identification, with the exception of few. The Task Force serves a three county project area with a population of approximately 365,688 (2022 Tex. demographics). Within the three county project areas, there are 376,109 registered motor vehicles (2021 DMV). The Task Force, since its inception, has included the 14 counties within the East Texas Council of Governments (ETCOG) service area to answer calls for assistance. The population within the 14 counties that make up the ETCOG is 867,823 (2022 Tex. Demographics) and there are 860717 registered vehicles (2021 DMV). The East Texas Auto Theft Task Force has been able to retain highly trained auto crimes investigators who have been assigned to the Task Force for years. This allows Task Force Investigators to develop and maintain professional relationships with law enforcement, industry, citizens, and business owners. It is the intent of the ETATTF through this application to continue to serve the members of our community and state by carrying out the following programs made possible by MVCPA. While TF Investigators devote the majority of their efforts to the detection, investigation, recovery of stolen vehicles, and the arrest of vehicle crimes suspects, Investigators perform many other functions. TF Investigators are involved in prevention of vehicle related crimes by participating in community events, National Nights Out, college events, distributing literature, conducting 68-A Inspections, assist investigating catalytic converter theft, and conduct business/MR inspections. TF Investigators engage in educating the public by speaking at public events and meetings for organizations. The effect of the programs carried out by TF Investigators has an impact that ranges from emotional to economic. The citizens of our community know that there are Investigators with specialized training that investigate and apprehend vehicle crimes offenders. Law enforcement agencies know there are TF investigators who can be called on anytime to assist with vehicle related crimes and vehicle identification. Having a dedicated unit to address vehicle crimes has been invaluable to law enforcement and the community. Existing for 30 years, and continually receiving the support of local Sheriffs, Police Chiefs, District Attorneys.

1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The ETATTF is governed by a Board of Directors that was formed to allow agencies participating in the Task Force to monitor the effectiveness and efficiency of their personnel assigned to the Task Force, as well as that of the Task Force as a unit. The Board is composed of the Smith County District Attorney, the Smith County Sheriff, the City of Tyler Police Chief, the Rusk County Sheriff and the Henderson County Sheriff and the Smith County Judge as the authorized official. The Texas Department of Public Safety is represented through the Commander of the Task Force. Board meetings are scheduled on an as-needed basis by the Task Force Commander. The Commander maintains communication with the Board and keeps them apprised of Task Force activities. The Board has been instrumental in garnering support from State Representatives and Senators to sponsor legislation in support of the East Texas Auto Theft Task Force and MVCPA. It is the goal of both the Board and the Task Force to insure that the funds allocated to the Task Force by the MVCPA are used wisely and effectively to address the problem of vehicle crimes in the Project Area. The Commander of the Task Force assigns investigations from requesting agencies and organizations as they are made. Task Force Meetings are generally held weekly to discuss cases, intelligence, and significant activities. Each Investigator is assigned specific counties outside the project area to respond to calls for assistance and to conduct inspections and presentations. Many of the calls for assistance are made directly from agency investigators to Task Force Investigators as relationships have been established over many years. Outside the project area, most counties are rural with few investigators and none with specialized training in investigating auto crimes or identifying vehicles. A

cooperative work agreement has been signed by all participating agencies and all will sign an inter-local agreement. There is no intent to serve a specific target population.

Grant Problem Statement

2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The ETATTF coverage area as it relates to catalytic converter and the theft of parts includes the 14 counties in the ETCOG and all the municipalities within. The combined population for the 14 counties was 867,823 in 2022 per Cubit. According to the State's supplemental data in NIBIRS, these agencies reported 439 incidents of stolen parts in 2021. In 2022 there were more theft of parts at 576 and 175 incidents of catalytic converter thefts. The cost associated with Theft of parts in the 14 county area was \$1,343,682 in 2022. The theft of catalytic converters/parts is often difficult to track and sporadic in nature. The city of Tyler is the only agency that tracks actual CC thefts cases by coding, with 112 incidents in 2022 and 47 in 2023. The Smith County SO per their analyst reported 48 CC thefts in 2022, and 52 CC theft in 2023. This is believed to be a low non-accurate representation of the CC Theft problem in the area. Many of which have multiple thefts per case reported and many thefts go unreported. The other participating agencies have not tracked CC theft specifically, but will attempt to institute a coding system in the future. The Task Force has identified the majority of catalytic converter thefts occur at apartment complexes, and venues with large parking lots. In our community, large industries such as hospital parking lots, businesses complexes, apartment complexes, and sporting locations draw large numbers of vehicles and people. These have historically been locations where a thief or thieves can remain anonymous and blend in with the law abiding public to commit catalytic converter thefts and vehicle burglaries. They are able to target vehicles, wait until no one is around and then commit the crime(s). The cost of having vehicle parts stolen can cause a victim to spend countless hours away from work or family trying to repair the damage, not to mention real monetary losses associated with the theft.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

To combat the problem of catalytic theft and vehicle parts in our project area, the ETATTF will take a proactive and reactive approach. Task Force Investigators believe that educating the citizens of our community is the most effective means of combatting vehicle burglaries and thefts through public awareness - the more people who are aware of the risks and know simple solutions, the more they can minimize their exposure to catalytic converter thefts, BOV and vehicle thefts. Though TF investigators primary function is vehicle theft driven, TF investigators will investigate actionable cases of catalytic converter thefts, stolen parts, make arrests, and present cases for prosecution. Task Force Investigators will seek opportunities and collaborate with other law enforcement agencies with intelligence sharing to prevent catalytic thefts, vehicle burglaries, parts thefts, solve investigations and arrest suspects. The Task Force Investigators have established a large network with other investigators throughout the East Texas area. Information will be shared through intelligence meetings, calls, and emails with many jurisdictions concerning catalytic converter thefts and suspects and other vehicle crimes. The Task Force will continue to collaborate with local and state law enforcement agencies including DPS Regulatory to combat catalytic converter thefts and conduct regulatory inspections of metal recyclers. Task Force Investigators and participating agencies will deploy a LPR's near recycler facilities and areas determined to have high incidents of CC thefts. Task Force Investigators in collaboration with partners can conduct Etching programs. Business inspections of salvage yards, metal recyclers, and auto repair shops will be performed to combat catalytic converter and vehicle parts thefts.

3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The East Texas Auto Theft Task Force believes citizens educated in vehicle crimes can be the best allies in preventing catalytic converter thefts, burglaries of vehicles, vehicle thefts, and crime in general. Citizens who employ simple, common sense strategies to harden their property, themselves, and their assets against theft are exponentially less likely to become victims. They become assets in and of themselves by being aware of their surroundings and their exposure. By conducting crime prevention educational presentations to different venues the Task Force Investigators begin this educational process. Task Force Investigators seek to deliver these presentations to civic organizations, church groups, clubs, neighborhood watch groups or any individual who asks. Information is presented on trends to combat specific problems in the area. Ideas on strategies of preventing vehicle crimes and crime in general are discussed. MVCPA literature and promotional items are distributed to participants and are placed at many public building throughout the East Texas area. Task Force Investigators attend "National Night Out" events, community events, festivals, tradeshows, and college campuses. TF investigators set up booths and display vehicles, banners and signs. It's a great opportunity to meet with individuals at these events to share ways of protecting one's property from theft and fraud related activities. The Task Force will utilize different forms of media when applicable in preventing catalytic converter thefts and vehicle crimes. Task Force Investigators give interviews to the news media by commenting on particular crimes or addressing the issue of a particular crimes to be prevented.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The East Texas Auto Theft Task Force is the only Task Force in the State with a DPS, Criminal Investigations Division, Lieutenant, as the Commander. Because of my role as a DPS Investigator and Commander of the Task Force, I am able to bridge a gap and bring assets such as statewide networks of investigators, databases, training, technology, personnel to address vehicle crimes. The TF will assist and work with other agencies including DPS regulatory services to combat catalytic converter thefts. There is no duplication of activities as we do not cover the same

area as many single agency task forces. Task Force Investigators having established relationships with local, state, and federal law enforcement and are often contacted, consulted, and brought into investigation involving vehicle crimes. Task Force Investigators attended quarterly multi-state and multi-agency ROCIC intelligence meetings to collaborate on cross jurisdictional vehicle theft and burglary trends and suspects. The Task Force seeks to coordinate its activities with other MVCPA Task Forces, as well as Agents employed by the Department of Public Safety and Agents employed by the National Insurance Crime Bureau. The ETATTF will continue to seek and share intelligence regarding catalytic converter thefts and motor vehicle crimes with other local agencies and MVCPA funded programs to stop auto related crimes. Because most of our region is comprised of rural communities and municipalities, these law enforcement agencies have little if any specialized training and are generally understaffed. Task Force Investigators will continue to coordinate and collaborate on investigation within our region by analyzing data when available to target catalytic converter thefts and vehicle crimes in these jurisdictions. The ETATTF utilizes several local intel exchanges covering this region and areas outside our coverage area that share information of theft suspects and BOLO's.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

None

Part II

Goals, Strategies, and Activities

[Select Goals, Strategies, and Activity Targets](#) for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft		
1.1.1	Identify groups of catalytic converter theft offenders through intelligence gathering, crime analysis and the use of informants	Number of catalytic converter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documentated offenders	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected	8
1.1.6	Conduct bait vehicle operations that target Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	12
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	20
1.1.12	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	4
1.1.13	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed Catalytic Converter Theft	
1.1.15	Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft	Report the number of Catalytic Converters recovered by taskforce	
1.1.16	Increase the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	
1.1.17	Increase the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft		

ID	Activity	Measure	Target
1.2.1	Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic converter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	5
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	6
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	4
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	4
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	
3 Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft			
3.1 Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens			
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	2
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	2
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2 Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property			
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	10

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.
- A Weekly Report of Investigative Activity is in use to capture the activities of each Task Force Investigator. The report reflects the number of theft and burglary cases assigned, arrests made, cases filed, cases cleared, vehicles inspected, altered vehicles identified, number of 68-A completed,

agency assists, and the number of stolen vehicles and parts recovered and their value, and fraud related cases received or investigated. A narrative of each day's activity is also include in the report. A separate google sheet spreadsheet is completed by each investigator as it relates to the Goals and Strategies selected and those performed but not part of elected goals. The spreadsheet mirrors the progress report Goals and Strategies section and it tabulates the activity automatically. The Commander reviews this data for accuracy and completeness. The Administrative Assistant then enters the data into the Task Force Data Base. The data is then compiled into monthly reports. Each quarter the data is compared to the Project Goals, set forth in the Task Force Grant, to insure it is meeting or exceeding its goals. Should the Task Force not meet a goal in a given quarter, corrective action is taken. At the end of the Grant Cycle, the End of Year Report is compiled and again compared to the Proposed Project Objectives to determine if all objectives set were achieved. The End of Year Report is then forwarded to the MVCPA, as well as reviewed by the Board of Directors and the Task Force Commander's DPS Chain of Command. The participating agencies and Task Force Commander review the work of Investigators, statistics, and data collected for the UCR to determine the effectiveness of the programs, and where goals need to be shifted.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.
None

TxGMS Standard Assurances by Local Governments

We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

[File Upload](#)

Current Documents in folder

[Prosecutor Agreement.pdf](#) (2/13/2025 2:32:33 PM)

[Resolution.pdf](#) (8/28/2024 1:43:24 PM)

[Signed Statement of Grant Award.pdf](#) (8/28/2024 1:43:37 PM)

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Interlocal Agreement SB 224 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Rusk**, a municipal corporation situated in Rusk County, Texas, hereinafter called “**Rusk County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Rusk County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$32,000.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Rusk County** has agreed to contribute the total of \$1,333.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Rusk County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Smith County** and **Rusk County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, **Rusk County** (sub-grantee) agrees to contribute a total of \$1,333.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$1,333.00	Cash Match paid by Rusk County DOE Category)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **Smith County** and **Rusk County** fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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.

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).

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.

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.

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).

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.

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).

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

County of Rusk by:

Rusk County Judge

Sheriff JohnWayne Valdez

Date Signed

ATTEST:

Interlocal Agreement SB 224 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**Smith County**” and the **County of Henderson**, a municipal corporation situated in Henderson County, Texas, hereinafter called “**Henderson County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **Smith County** and **Henderson County** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$32,000.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **Henderson County** has agreed to contribute the total of \$1,333.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **Smith County** and **Henderson County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Smith County** and **Henderson County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Smith County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, **Henderson County** (sub-grantee) agrees to contribute a total of \$1,333.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$1333.00	Cash Match paid by Henderson County (DOE Category)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the Smith County and Henderson County fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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.

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).

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.

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.

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).

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.

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).

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

County of Henderson by:

Henderson County Judge

Sheriff Botie Hillhouse

Date Signed

ATTEST:

Interlocal Agreement SB 224 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **Department of Public Safety**, a municipal corporation situated in Smith County, Texas, hereinafter called “**DPS**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **DPS** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$32,000.00 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **DPS** has agreed to contribute the total of \$0.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **DPS** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **DPS** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **DPS** (sub-grantee) agrees to contribute a total of \$0.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$0.00	DPS Salary all In-Kind

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and DPS fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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.

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).

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.

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.

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).

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.

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).

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.

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.

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

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.

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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.

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.

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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.

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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

Department of Public Safety of the State of Texas

Randall B. Prince, Deputy Director Law
Enforcement Operations

Date Signed

Interlocal Agreement SB 224 2025
State of Texas

This Agreement is entered into by and between the **County of Smith**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **City of Tyler**, a municipal corporation situated in Smith County, Texas, hereinafter called “**City**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County** and **City** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$32,000 for the East Texas Auto Theft Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of \$1,333 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of \$1,333 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Direct Operating Expenses	\$1333	Cash Match paid by City (DOE Category)

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ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit “B” Grant Application**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall 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.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

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.

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.

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).

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.

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.

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).

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.

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).

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

Indemnification- to the extent permitted by law 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.

Law Enforcement Agency Grant Restriction- Grantee on behalf of East Texas Auto Theft Task Force 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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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 subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 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.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee 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 subgrantee 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.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2024.

County of Smith by:

Neal Franklin, County Judge

Date Signed

ATTEST:

County Clerk

City of Tyler by:

City Manager

Date Signed

ATTEST:

City Clerk

6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/26/25	Submitted by: Heather Foster
Meeting Date: 3/4/25	Department: Auditor's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Contract for Title IV-E Non-Financial Services	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the FY26 Title IV-E contract with the Texas Department of Family and Protective Services (DFPS) and allow the county judge to sign all related documentation.	
Background: To keep our legal contract with DFPS, which reimburses a portion of attorney contract fees for the 321st court and expenses for our CPS division with the DA, the County must have a financial or non-financial child welfare contract.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Heather Foster	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

From: [Smith, Terrie L \(DFPS\)](#)
To: [Judge Neal Franklin](#); [Ann Wilson](#); [Heather Foster](#)
Subject: Title IV-E New Non-Financial Agreement for CWS
Date: Wednesday, February 26, 2025 2:43:25 PM
Attachments: [image001.png](#)
[FY26 Contract Smith County NF.pdf](#)
[FY26 Form 2031 Smith County NF.pdf](#)
Importance: High

***** This is an email from an EXTERNAL source. DO NOT click or open links, or open attachments without positive sender verification. NEVER enter USERNAME, PASSWORD or any other sensitive information on linked pages from this email. *****

Good afternoon,

The attached documents will need to be returned if you would like to change your Title IV-E CWS contract from a Financial to a Non-Financial agreement for FY26. This will enable you to keep receiving confidential information and continue with your new Title IV-E Legal contract process. (*Legal contract information was previously sent in a separate email.*)

1. **Form 4510NFCCWS, Contract for Title IV-E County Non-Financial Services**
2. **Form 2031, Signature Authority Designation**

DFPS contracts for Title IV-E services for a seven (7) year period with automatic annual renewals. At the end of each seven (7) year period new contracts are established. The establishment of a new contract results in a new contract number. The forms required for a Non-Financial agreement are substantially less than that of a Financial agreement and are also not required during the annual review process as they are for a CWS Financial or Legal contract.

Upon receipt of the signed documents, your contract will be routed for DFPS signature and a copy of the fully executed contract will be returned to you for your records.

Please submit all documents to me no later than March 5, 2025. You may return all documents electronically by email to terrie.smith@dfps.texas.gov . Let me know if you have any questions or need an extension.

Respectfully,

Terrie Smith, CTCM
CPS Regional Contract Manager
P.O. Box 630050
Nacogdoches, TX 75963-0050
DFPS Cell Phone (936) 239-0380

COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS), and the Commissioners' Court of Smith County (County) agree to enter this Agreement to establish and maintain a child welfare board to administer a county wide, jointly financed, state administered, and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services.

The County and DFPS are referred to collectively herein as the "Parties."

II. AGREEMENT TERM.

This Agreement starts on October 1, 2025, and ends on September 30, 2032, unless renewed or terminated as provided for in this Agreement. The Parties agree to review this Agreement when one of the Parties identifies a possible modification to the Agreement and provide written notice to the other Party of the possible modification in order for the Parties to address.

III. COUNTY RESPONSIBILITIES.

The County agrees:

- A.** To establish and/or maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code Section 264.005.
- B.** That the Board will have at least seven, but not more than 15 members appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis.
 - 1. Initially members will be appointed to serve the following terms:
 - a. Third of the members to three-year terms;
 - b. Third of the members to two-year terms; and
 - c. Third of the members to one-year terms.
 - 2. In successive years, from two to five new members will be appointed.
 - 3. Members will serve at the pleasure of the Commissioners Court and without compensation.
- C.** To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the DFPS, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
- D.** To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

IV. BOARD RESPONSIBILITIES.

DFPS and the County agree that the Board will have the following responsibilities.

- A.** Assist the DFPS in identifying and meeting the needs of the children in the County.
- B.** Explain the child welfare program and needs to the County and explain to DFPS staff the County's conditions and attitudes on policy, services, and priorities.
- C.** Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this Agreement.

V. DFPS RESPONSIBILITIES.

DFPS agrees:

- A.** To seek Title XIX Medicaid coverage within the amount at, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.
- B.** To receive and expend children's personal funds (SSI, SSA, child support, etc.), in accordance with the needs of each child and state and federal laws and regulations, for children in the DFPS conservatorship.

VI. GENERAL TERMS AND CONDITIONS.

DFPS, County and the Board agree to comply with the following.

A. Amendments.

Any change to this Agreement must be in writing and signed by authorized representatives of both Parties.

B. Termination.

Either party may terminate this Agreement by providing 30 days' written notice of termination. Any written notice of termination must provide the date of termination, and the Party that receives the termination notice will confirm receipt of the notice by notifying the sending Party.

C. Background Checks and Removal.

1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the County will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.texas.gov/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the County must receive notice from DFPS that the background check has been approved.
3. If while providing direct services, having direct client contact and/or access to client records, the County becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the County will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

D. Confidential Information.

1. County agrees to only use DFPS confidential information for the purpose of this Agreement and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
 - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of

- 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
- f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2, 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
 - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 - j. Texas Family Code § 261.201 and related provisions in Chapters 261 and 264;
 - k. Texas Health and Safety Code § 81.046 and Chapters 181 and 611;
 - l. Texas Human Resources Code § 12.003, § 40.005, and Chapter 48;
 - m. Texas Public Information Act, Texas Government Code Chapter 552;
 - n. 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
 - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. County will notify DFPS immediately, but not later than 24 hours, after County discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
 3. County will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.
 4. County will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
 5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Agreement by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
 - a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;

- b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
- c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

E. Records Retention.

1. County will maintain legible copies of this Agreement and all related documentation for a minimum of seven years after the termination of this Agreement or seven years after the completion of any litigation or dispute involving the Agreement, whichever is longer.
- 2. COUNTY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS AGREEMENT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVE WRITTEN APPROVAL FROM THE DFPS AGREEMENT MANAGER.**

F. Anti-Discrimination.

1. County agrees to comply with state and federal anti-discrimination laws, including:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
 - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - c. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
 - d. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
 - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
 - f. Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
 - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
2. County agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding or otherwise be subjected to discrimination.

3. County agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a County from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Counties to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. County agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
4. County agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at:
<http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.
5. County agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. County must provide written notice to beneficiaries of these rights.
6. Upon request, County will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the County's civil rights policies and procedures.
7. County must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

**Texas Department of Family
and Protective Services**

Smith County

Signature
Printed Name: Erica Bañuelos
Printed Title: Associate
Commissioner, CPS

Signature
Printed Name: Neal Franklin
Printed Title: County Judge

Date

Date

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/28/2025	Submitted by: T. Wilson
Meeting Date: 03/04/2025	Department: Sheriff's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: FY 2026 TAG Grant Resolution	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the FY2026 East Texas Anit-Gang (TAG) Center Resolution, for Grant Number 3727407, and authorize the County Judge to sign all related documentation.	
Background: see attached documents.	
Financial and Operational Impact: The TAG is grant program that is fully funded by the Office of the Governor's Homeland Security Division.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

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Agency Name: Smith County

Grant/App: 3727407 **Start Date:** 9/1/2025 **End Date:** 8/31/2026

Project Title: East Texas Anti-Gang Center

Status: Application Pending Submission

Narrative Information

Introduction

The purpose of the Texas Anti-Gang (TAG) Program is to support pre-selected projects that use regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

TXGANG Criminal Gang Database Reporting

Applicant assures that it is compliant with TXGANG reporting requirements related to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedures.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

SAFECOM

All entities using grant funding to support emergency communications activities are required to comply with the SAFECOM Guidance on Emergency Communications Grants ([SAFECOM Guidance](#)). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and

technical standards for grant recipients investing in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that grant-funded activities are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The East Texas Anti-Gang Center serves as a state-of-the-art facility that efficiently and effectively promotes inter-state agency cooperation and collaboration on intelligence, investigatory, and operational activities related to combatting the shared threat of criminal street gangs operating and affecting the East Texas area. Personnel at the East Texas TAG work together to combat gangs and other organizations engaged in criminal activities such as human trafficking, drug trafficking, weapons trafficking, assaults, kidnapping, murder, money laundering, property crimes, and other offenses. Because multiple law enforcement agencies at the local, state, and federal levels have a responsibility to investigate and prosecute these cases, it is important to continue the inter-agency communication and collaboration that occurs at the East Texas TAG. In doing so, law enforcement agencies in the region are able to address the threat posed by these criminal organizations and further enhance public safety.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Gang violence continues to be a challenge for law enforcement and poses a significant threat to public safety in the East Texas region. Law enforcement agencies in Smith and surrounding counties work tirelessly to disrupt gang violence and apprehend gang members responsible for violent crimes. Personnel at the East Texas TAG not only work together on these cases, but have built strong relationships with other Law Enforcement agencies in the region, including but not limited to Texarkana PD, Canton PD, Palestine PD, Jacksonville PD, Athens PD, Van PD, Henderson County Sheriff's Office, Cherokee County Sheriff's Office, and Van Zandt County Sheriff's Office. As the East Texas TAG has grown, it has seen an increase in reported gang encounters, as well as types of gangs identified in Smith and Gregg Counties alone. Not only is the gang member population increasing as Smith and Gregg Counties observe general population growth, but as a result of gang trainings provided by the TAG to TAG members and other local law enforcement agencies, Deputies, Investigators, and Special Agents are recognizing gang members more frequently and, just as important, sharing that information amongst each other. During the reporting period from September 2023 to August 2024, the East Texas TAG conducted 76 multi-agency gang enforcement operations, several of which were dedicated "wanted gang

member roundup" operations. As a result of the efforts of TAG personnel, 148 gang members were arrested for felony offenses during the TAG's FY24. Also during this period, the TAG worked a long-term, multi-agency operation targeting Crips gangs in East Texas. Combining TAG personnel efforts with those of Tyler PD Patrol and CID, Smith County Sheriff's Office Patrol and CID, and TX DPS Troopers and CID, 189 Crips gang members were booked into Smith County jail for felony and misdemeanor offenses. Encounters with gang members occur frequently at the East Texas TAG. Since the start of our FY25 grant cycle, TAG personnel have encountered gang members from the Bloods, South Side Bloods, Stamper Park Bloods, Swan Bloods, Crips, 23rd Street Crips, 52 Hoover Crips, Insane Crip Gangsters, North Side Crips / El Norte, West Side Rollin 60's Crips, 74 Hoover Crips, Bandidos OMG, Ugly Man Cossacks, Pagan's OMG, La Linea Mexican Cartel, Aryan Brotherhood of Texas, Peckerwoods, Nortenos, Tango Blast, and Thrown Young Ballers.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Current TAG constituent agencies include Smith County Sheriff's Office, Smith County District Attorney's Office, Tyler Police Department, Longview Police Department, Gregg County Sheriff's Office, and Texas Department of Public Safety. Specific units assigned to the TAG include Smith County Sheriff's Office Special Investigations Unit, a Smith County Sheriff's Office K-9 Unit, a Smith County Sheriff's Office Jail Intelligence Officer, a Smith County District Attorney's Office Gang Investigator and ADA Prosecutor, Tyler Police Department Juvenile Gangs Investigator, Longview Police Department Special Investigations and Apprehension Unit, Gregg County Sheriff's Office Narcotics Detective, TX DPS Criminal Investigations Division Special Agents, HSI Special Agent, ATF Special Agents, Texas National Guard Counter-Drug Task Force Major and Intelligence Analyst, Texas DPS Criminal Analysts, Smith County Sheriff's Office Cyber Detective, TX DPS CITEC Special Agent, and TX DPS Troopers. Each agency provides standard-issue equipment.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The project's goal is to enhance coordinated law enforcement activity targeted at gangs and other criminal organizations operating in or affecting the region by co-locating representatives from key federal, state, and local law enforcement agencies in a single, dedicated facility. By housing these representatives at the East Texas TAG, law enforcement agencies in the region increase their efficiency by reducing inter-agency miscommunication and investigative redundancy. In addition, the TAG grant provides access to advanced technology that would not otherwise be available to individual TAG partner agencies.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The strategic goals of the TAG Centers are to fight criminal street gangs and organizations and reduce violent crime; to increase inter-agency cooperation and collaboration; to increase intelligence-sharing opportunities and abilities; and to connect agencies at a regional and statewide level in order to become a "force multiplier" for law enforcement across the state. The East Texas TAG's progress toward these goals will be measured through the following: -Number of convictions -Number of gang members arrested for felony offenses -Number of gangs targeted -Number of participating agencies -Number of weapons seized by investigators supporting the TAG initiative

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

1.2.2 Establish and enhance multi-agency anti-gang centers in regions throughout the state and to enhance the efforts of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations.

Target Group :

Identify the target group and population expected to benefit from this project.

The citizens in Smith and Gregg Counties will immediately benefit from the East Texas TAG's efforts. The combined populations of Smith and Gregg Counties is estimated to be 371,452. However, the East Texas TAG assists agencies from other counties as well, including Cherokee County, Henderson County, Anderson County, Wood County, and Van Zandt County. The combined populations of Cherokee, Henderson, Anderson, Wood, and Van Zandt Counties is estimated to be 308,032. TAG enforcement efforts will ultimately benefit all of East Texas.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

East Texas TAG member agencies are committed to the objectives outlined in this project. However, without continued funding from the Office of the Governor, it would not be possible to maintain the TAG facility as it currently exists, therefore rendering the East Texas TAG Center inoperable.

You are logged in as **User Name:** tathomas

CATEGORY	AMOUNT	NOTES
Personnel	\$ 434,372.17	Wages and benefits for TAG Administrator, TAG Technical Coordinator, TAG Analyst, and part-time TAG IT Specialist (new for FY26)
Contracts and Professional Services	\$ 320,860.00	Includes 4 quarterly in-house trainings and housekeeping services (shredding, janitorial, Xerox, dumpster)
Travel and Training	\$ 97,420.00	In-state and out-of-state training conferences. Covers registration fees, hotel, per diem, mileage, and airfare (if needed)
Equipment	\$ 546,000.00	Network/IT equipment and software renewals
Equipment	\$ 238,600.00	Vehicles, covert devices, repair/replace existing equipment, NIBIN renewal
Supplies Operating	\$ 578,055.71	Cell service, Internet, desk phones, software renewals, rent, replace laptop computers, office supplies, furniture
TOTAL	\$ 2,215,307.88	As of 02/27/2025

RESOLUTION

At a regular meeting of the Smith County Commissioners' Court held at the Smith County Courthouse Annex, Tyler, Texas, at which a quorum was present, the following Resolution was adopted:

WHEREAS, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County, that the Texas Anti-Gang Center be operated for the 2026 year; and

WHEREAS, Smith County Commissioners Court agrees to the said project as required by the Office of the Governor's Homeland Security Division grant application; and

WHEREAS, Smith County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Smith County Commissioners Court designates James R. Jackson as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners Court approves submission of the grant application for the Texas Anti-Gang Center to the Office of the Governor.

WITNESS OUR HANDS THIS _____ Day of _____ A.D. 2025

NEAL FRANKLIN
COUNTY JUDGE

CHRISTINA DREWRY
COMMISSIONER, PRECINCT 1

JOHN MOORE
COMMISSIONER, PRECINCT 2

J SCOTT HEROD
COMMISSIONER, PRECINCT 3

RALPH CARAWAY, SR.
COMMISSIONER, PRECINCT 4

ATTEST: _____
KAREN PHILLIPS, COUNTY CLERK

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/26/25	Submitted by: Sheriff Larry R. Smith
Meeting Date: 2/4/25	Department: Sheriff's Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Notification regarding Memorandum of Agreement with U.S. Department of Homeland Security & Smith County Sheriff's Office	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Provide executed Memorandum of Agreement between Smith County Sheriff's Office and DHS/ICE regarding 287g Task Force Model Program	
Background: The DHS/ICE 287g task force model program has been unavailable since December 2012. This program was reinitiated recently. The Smith County Sheriff's Office and DHS/ICE have executed a memorandum of agreement. A copy of this agreement is been provided to the Smith County Commissioners Court for informational purposes.	
Financial and Operational Impact: There is no financial or operational impact regarding this program.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name: Sheriff Larry R. Smith	Email: LSmith@smith-county.com
Name: Judge Neal Franklin	Email: nfranklin@smith-county.com
Name: Thomas Wilson	Email: TWilson@smith-county.com
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the _____, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the _____ (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents _____ in the implementation and administration of this MOA. The _____ and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting, photographing, and interviewing, as well as the preparation of affidavits and the taking of

sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees

that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief

officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. See 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. See 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. See 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at . OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. See 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement.

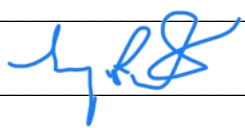
The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.


This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: _____
Signature:  _____
Title: _____

For ICE:

Date: _____
Signature:  _____
Title: _____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA: _____

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the XXXXXXXXXX, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

Sheriffs,

I am passing along additional information showing the most recent updates and other information related to the DHS programs, including the new Task Force Model letter released this week. I have also included a map and the contact information for each of the five ERO regions in Texas. These regional field office managers have requested that you reach out to them to coordinate any 287(g) related submissions you might choose to enact. Their contacts are as follows:

Dallas Field

Office: #ERODallas287gCaseReview@ice.dhs.gov and ERODallas287gProgram@ice.dhs.gov

Houston Field Office: HOU287g@ice.dhs.gov

San Antonio Field Office: Anthony.S.Hofbauer@ice.dhs.gov

Harlingen Field Office: Jonathon.A.Judy@ice.dhs.gov

El Paso Field Office: Adam.J.Molina@ice.dhs.gov

General Information to help reduce confusion about 287(g), HSI, and ERO:

There is currently a lot of generic use of the term 287(g) that creates confusion about the types of enforcement models and which branch of enforcement does what. For clarity, I have listed some generic information below that some of you might find helpful.

- **Homeland Security Investigations (HSI)** handles the criminal enforcement matters associated with federal immigration enforcement.
- **Enforcement and Removal Operations (ERO)** handles the civil detention and removal matters associated with federal immigration enforcement.
- **287(g) programs** work in collaboration with local law enforcement through voluntary partnership agreements. There are currently three different types of agreements, as follows:
 - Warrant Services Officer (WSO) provides legal authority to local law enforcement officers to execute civil immigration warrants on behalf of ERO within the confines of the jail. This program requires a one-day (8 hour) training session for each officer/jailer assigned to the program. This program does not extend the 48-hour threshold for local detention before ERO or HIS must assume custody once the individual has satisfied release from jail on state criminal charges (bond secured, acquitted, commuted sentence, charges dismissed, etc.). The WSO training program is still being developed; the training is expected to be done locally. No federal inspection of the jail should be necessary.

- Jail Enforcement Model (JEM) delegates certain authority to local agencies to identify criminal aliens and immigration violators in local custody and place them into immigration proceedings. This training model is also being revised. Previously, this model required participating officers/jailers to complete a four-week training program in North Charleston, South Carolina, followed by a week of annual recertification training. This training program will possibly be shortened and certain modules available online. This model has previously required jails to undergo a federal inspection to allow the jail to serve as a temporary federal holding facility.
- Task Force Model (TFM) delegates limited ICE authority to select local law enforcement officers that allow them to arrest or detain criminal and illegal aliens and enforce certain sections of 287 (a), (b), (c) and (e). This dual certification program would function similar to other federal task force programs such as HIDTA or U. S. Marshalls. This training program has yet to be reinstated.

Updates on each of these training programs is expected in the near future; confer with your regional ERO field office for more information.

I have also attached a sample copy of an I-200 Warrant. It is suggested you request a copy of the I-200 for any civil federal immigration holds you honor for the 48-hour detention periods. Check the I-200 to ensure that it has been properly filled out for the individual being detained.

9



SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/28/2025	Submitted by: T. Wilson
Meeting Date: 03/04/2025	Department: DA's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: FY 2026 BPU Grant Resolution	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the FY2025-2026 Smith County Border Prosecution Unit (BPU) Resolution, for Grant Number 393250, and authorize the County Judge to sign all related documentation.	
Background: The Smith County Criminal District Attorney's, Border Prosecution Unit (BPU) Prosecutor, will work with the East Texas Regional Texas Anti-Gang Center (TAG-Center) to focus on the prosecution of any border crime-related cases, such as human trafficking, organized crime, narcotics, weapons, and gangs. The Smith County BPU Prosecutor will assist local, state, and federal agencies assigned to the East Texas Regional TAG Center. Specifically, the Assistant Criminal District Attorney assigned to the Border Prosecution Unit will assist with legal advice as well as review and draft affidavits relating to arrest warrants, search warrants, electronic surveillance, mobile tracking devices, and stored communications in ongoing investigations. The BPU prosecutor will assist in all aspects of the prosecution of border crime-related cases. Additionally, the assigned BPU prosecutor will coordinate with prosecutors from other Border Prosecution Units in the effort to target criminal enterprises, which operate across multiple jurisdictions in their effort to evade detection and justice. The ultimate goal of the TAG and BPU is to ensure the effective, efficient, and successful investigation and prosecution of border related crimes to ensure the safety of the Citizens of this region, and the State of Texas.	
Financial and Operational Impact: The BPU is a grant program that is fully funded by the Office of the Governor's, Public Safety Office/Border Prosecution Division. The Total Budget for the BPU for this grant cycle is \$588,521.16 exclusively from State Funds.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

	New Budget Item	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
+		Personnel	\$578,632.98	\$0.00	\$0.00	\$0.00	\$578,632.98
		Contractual and Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+		Travel and Training	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00
		Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+		Supplies and Direct Operating Expenses	\$2,888.18	\$0.00	\$0.00	\$0.00	\$2,888.18
		Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
\$588,521.16	\$0.00	\$0.00	\$0.00	\$588,521.16

2025-2026 SMITH COUNTY BORDER PROSECUTION UNIT RESOLUTION

WHEREAS, The County Commissioners find it in the best interest of the citizens of Smith County that the Border Protection Unit/TAG Division of the Smith County District Attorney's Office be operated for from September 1, 2025 until August 31, 2027; and

WHEREAS, The County Commissioners agree to provide matching funds, when necessary, for the said project as required by the Border Protection Grant from grant application; and

WHEREAS, The County Commissioners agree that in the event of loss or misuse of the Office of the Governor funds, The County Commissioners assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The County Commissioners designates the position of County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The County Commissioners approves submission of the grant application for the Border Protection Unit/TAG Division of the Smith County District Attorney's Office to the Office of the Governor.

Passed and Approved this the ____ Day of _____, 2025.

Grant Number: 3932503

Smith County Judge
Neal Franklin

10

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/26/2025	Submitted by: Jennafer Bell
Meeting Date: 3/4/2025	Department: ESD #1
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: ESD #1 Annual Audit	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive into Commissioners Court minutes the 2024 Annual Audit for Emergency Services District (ESD) No. 1.	
Background: See attached	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

**SMITH COUNTY EMERGENCY SERVICES DISTRICT #1
P. O. BOX 697
LINDALE, TEXAS 75771**

February 26, 2025

**TO: THE HONORABLE NEAL FRANKLIN, COUNTY JUDGE
THE HONORABLE COUNTY COMMISSIONERS:
CHRISTINA DREWRY
J SCOTT HEROD
JOHM MOORE
RALPH CARAWAY, SR.**

FROM:  CAROLYN TODD, PRESIDENT

SUBJECT: ANNUAL AUDIT

Under Section 775.982(b) of the Texas Health & Safety Code it states that a District located wholly in one county shall prepare and file with the Commissions Court each year an audit report for the District. This did not change even though our board members are now elected.

The Board of Commissioners of the Smith County Emergency Services District #1 is pleased to offer this audit for fiscal year ending September 30, 2024, to the Court. If you have any questions or need additional information, please call Annie Baldwin 903-882-6492.

There is no financial impact to Smith County.

RESOLUTION NO. 02-2025
BOARD OF COMMISSIONERS MEETING
February 20, 2025

At a regular meeting of the Smith County Emergency Services District No. 1 meeting, Lindale, Texas, Board of Commissioners, Board President Carolyn Todd presiding and Board Members Owen Scott, Louie Brown, Charles Froebe and Cory Crowell being present the following business was transacted pursuant to the notice being duly posted, to-wit:

Cory Crowell made a motion, seconded by Charles Froebe, which motion carried unanimously, to approve the Audit report for the District for the fiscal year ending September 30, 2024. A copy of the Audit is attached and made a part thereof.



CAROLYN TODD, PRESIDENT

ATTEST:



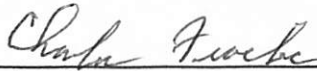
CHARLES FROEBE, SECRETARY

THE STATE OF TEXAS
COUNTY OF SMITH

CITY OF LINDALE: I, CHARLES FROEBE, Secretary of the Smith County Emergency Services District No. 1, do hereby certify that the above is a true copy of a part of a Minutes of Board of Commissioners Meeting as it appears of record in the Smith County Emergency Services District No. 1 Minutes of Lindale, Texas.

CHARLES FROEBE, SECRETARY





RESOLUTION NO. 02-2025
BOARD OF COMMISSIONERS MEETING
February 20, 2025

At a regular meeting of the Smith County Emergency Services District No. 1 meeting, Lindale, Texas, Board of Commissioners, Board President Carolyn Todd presiding and Board Members Owen Scott, Louis Brown, Charles Froebe and Cory Crowell being present the following business was transacted pursuant to the notice being duly posted, to-wit:

Cory Crowell made a motion, seconded by Charles Froebe, which motion carried unanimously, to approve the Audit report for the District for the fiscal year ending September 30, 2024. A copy of the Audit is attached and made a part thereof.

Carolyn Todd
CAROLYN TODD, PRESIDENT

ATTEST:

Charles Froebe
CHARLES FROEBE, SECRETARY

THE STATE OF TEXAS
COUNTY OF SMITH
CITY OF LINDALE: I, CHARLES FROEBE, Secretary of the Smith County Emergency Services District No. 1, do hereby certify that the above is a true copy of a part of a Minutes of Board of Commissioners Meeting as it appears of record in the Smith County Emergency Services District No. 1 Minutes of Lindale, Texas.

Charles Froebe
CHARLES FROEBE, SECRETARY





Communication with Those Charged with Governance

February 10, 2025

Board of Commissioners
Smith County Emergency Services District, No.1
Lindale, Texas

Members of the Board:

We have audited the financial statements of the governmental activities of Smith County Emergency Services District, No. 1 (District) for the year ended September 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 28, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note B to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2024. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the District's financial statements were:

The estimate for GASB Statement 87, which required a lessee government to recognize 1) a lease liability and 2) an intangible asset representing the lessee's right to use the leased asset or a lessor government to recognize 1) a lease receivable and 2) deferred inflow of resources. We evaluated the key factors and assumptions used to develop these estimates in determining that it was reasonable in relation to the financial statements as a whole, if applicable.

The estimate for GASB Statement 96, which required a government to recognize a right-to-use subscription asset – an intangible asset – and a corresponding subscription liability. We evaluated the key factors and assumptions used to develop these estimates in determining that it was reasonable in relation to the financial statements as a whole, if applicable.

Management's estimate of outstanding property tax receivable and deferred revenue is based on the amount of collectible taxes. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 10, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Finding or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Smith County Emergency Services District, No. 1 auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management's Discussion and Analysis and the Budget Comparison Schedule, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing this information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the other information, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applies in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

We would also like to express our appreciation for the cooperation and assistance received from you and from the personnel during the course of our audit

Smith County Emergency Services District, No. 1

February 10, 2025

Page 3

Restriction on Use

This information is intended solely for the use of the District's trustees, management, federal awarding agencies and pass-through entities, and is not intended to be, and should not be, used by anyone other than these specified parties.

Wilf & Henderson, P.C.

WILF & HENDERSON, P. C.
Certified Public Accountants
Texarkana, Texas

**SMITH COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

**ANNUAL FINANCIAL REPORT
SEPTEMBER 30, 2024**

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SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2024

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SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
CERTIFICATE OF BOARD
SEPTEMBER 30, 2024

We, the undersigned, certify that the attached annual financial reports of the above-named emergency services district were reviewed and (check one) approved disapproved for the year ended September 30, 2024 at a meeting of the Board of such district on the 20th of February 2025.

Charles Kroebe
Signature of Board Secretary

Carolyn Todd
Signature of Board President



Independent Auditor's Report

Board of Commissioners
Smith County Emergency Services District, No.1
Lindale, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities of the Smith County Emergency Services District, No.1 (the District), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Smith County Emergency Services District, No.1 as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-7 and 22 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Schedule of Changes in Cash and Temporary Investments on page 23, Schedule of Taxes Receivable on page 24 and Board Members and Consultants on page 25, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



WILF & HENDERSON, P.C.
Certified Public Accountants
Texarkana, Texas

February 10, 2025

**SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

In this section of the Annual Financial and Compliance Report, we, the commissioners of Smith County Emergency Services District, No. 1 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2024. Please read it in conjunction with the independent auditor's report and the District's Basic Financial Statements.

FINANCIAL HIGHLIGHTS

The District's net position increased by \$2,510,451 as a result of this year's operations. General revenues (including taxes) accounted for \$3,771,008 or 100% of current year revenue.

During the year, the District had revenues that were \$2,510,451 more than the \$1,260,557 in program expenses for governmental programs.

The general fund reported a positive fund balance of \$3,834,791.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The government-wide financial statements include the Statement of Net Position and the Statement of Activities. These provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

Fund financial statements report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds. For governmental activities, these statements tell how services were financed in the short term as well as what resources remain for future spending. They reflect the flow of current financial resources, and supply the basis for tax levies and appropriations budget.

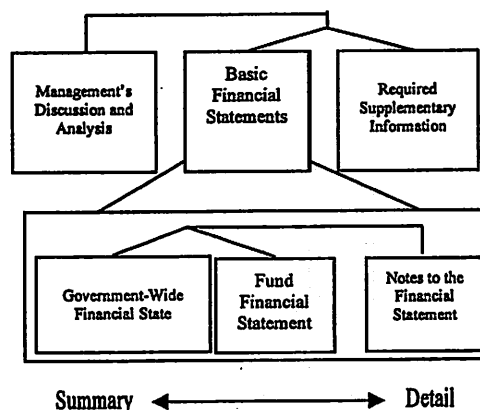
The notes to the financial statements provide narrative explanations or additional data needed for full disclosure in the government-wide statements or the fund financial statements.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

The primary purposes of the analysis of the District's overall financial condition and operations is to show whether the District is better off or worse off as a result of the year's activities. The Statement of Net Position includes all the District's assets and liabilities at the end of the year while the Statement of Activities includes all the revenues and expenses generated by the District's operations during the year. These apply the accrual basis of accounting which is the basis used by private sector companies.

Figure A-1: Required Components of The District's Annual Financial Information



All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid. The District's revenues are divided into those provided by outside parties who share the costs of some programs and revenues provided by the taxpayers or by other non-grant sources (general revenues). All the District's assets are reported whether they serve the current year or future years. Liabilities are considered regardless of whether they must be paid in the current or future years.

These two statements report the District's net position and changes in them. The District's net position (the difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources) provide one measure of the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. To fully assess the overall health of the District, however, you should consider nonfinancial factors as well, such as changes in the District's property tax base and the condition of the District's facilities.

In the Statement of Net Position and the Statement of Activities, the District's activities are presented as Governmental activities - the District's basic services are reported here. Property taxes finance most of these activities.

Reporting the District's Most Significant Funds

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds-not the District as a whole. Laws and contracts require the District to establish some funds. The District has one kind of fund - governmental, which uses the modified-accrual basis of accounting.

Governmental funds-most of the District's basic services are reported in governmental funds. These use modified accrual accounting (a method that measures the receipt and disbursement of cash and all other financial assets that can be readily converted to cash) and report balances that are available for future spending. The governmental fund statements provide a detailed short-term view of the District's general operations and the basic services it provides. We describe the differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in reconciliation schedules following each of the fund financial statements.

The District as Trustee

Reporting the District's Fiduciary Responsibilities

Our analysis focuses on the net position (Table I) and changes in net position (Table II) of the District's governmental activities. We have presented both current and prior year data and discussed significant changes in the accounts.

Net position of the District's governmental activities increased from \$1,556,664 to \$4,067,115. Unrestricted net position - the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements-was \$3,929,975.

Table I
Smith County Emergency Services District, No. 1
NET POSITION

	Governmental Activities 2024	Governmental Activities 2023	Total \$ Change	Total % Change
Current and other assets	\$ 3,929,975	\$ 1,413,924	\$ 2,516,051	178%
Capital assets	137,140	142,740	(5,600)	-4%
Total assets	4,067,115	1,556,664	2,510,451	161%
Total liabilities	-	-	-	-
Net Position:				
Net investment in capital assets	137,140	142,740	(5,600)	-4%
Unrestricted	3,929,975	1,413,924	2,516,051	178%
Total Net Position	\$ 4,067,115	\$ 1,556,664	\$ 2,510,451	161%

Table II
Smith County Emergency Services District, No. 1
CHANGES IN NET POSITION

	Governmental Activities 2024	Governmental Activities 2023	Total \$ Change	Total % Change
Revenues				
General revenue:				
Property taxes	1,943,280	1,768,493	174,787	10%
Sales and use taxes	1,751,107	-	1,751,107	100%
Investment income	59,240	6,877	52,363	761%
Other income	17,381	15,339	2,042	13%
Total revenue	3,771,008	1,790,709	1,980,299	111%
Expenses:				
General government	115,348	99,100	16,248	16%
Public safety	1,145,209	1,118,498	26,711	2%
Total expenses	1,260,557	1,217,598	42,959	4%
Change in net position	2,510,451	573,111	1,937,340	338%
Net position beginning of year	1,556,664	983,553	573,111	58%
Net position end of year	4,067,115	1,556,664	2,510,451	161%

Smith County ESD qualified for sales tax collection in fiscal year 2024. This resulted in an increase in revenue of 111% over the prior year.

The cost of all governmental activities this year was \$1,260,557. However, as shown in the Statement of Activities, the amount that our taxpayers ultimately financed for these activities through property taxes was \$1,943,280, and \$1,751,107 through collection of sales tax.

THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet) reported a fund balance of \$3,834,791, which is more than last year's total of \$1,327,404. Included in this year's total change in fund balance is an increase of \$2,507,387 in the District's General Fund.

The District's General Fund balance of \$3,834,791 differs from the General Fund's budgetary fund balance of \$3,444,502, after budget amendments, reported in the budgetary comparison schedule.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of 2024, the District had \$461,196 invested in a broad range of capital assets before accumulated depreciation, including land, buildings and equipment. No new assets were added during the current year. More detailed information about the District's capital assets is presented in Note E to the financial statements.

Debt

The District had no debt outstanding at the end of the current year.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The District's elected officials considered many factors when setting the fiscal-year 2025 budget and tax rates.

These indicators were taken into account when adopting the General Fund budget for 2025. Indicators and factors which materially influence the budget are amounts available for appropriation in the General Fund budget, budgeted expenditures and the District future capital expenditure needs.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office, at Smith County Emergency Services District, No. 1, P.O. Box 697, Lindale, Texas 75771.

BASIC FINANCIAL STATEMENTS

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	<u>Governmental Activities</u>
ASSETS	
Current Assets	
Cash	\$ 3,540,104
Property Taxes Receivable, Net	88,684
Sales and Use Taxes Receivable	294,687
Prepaid Assets - Land Purchase Expenses	<u>6,500</u>
Total Current Assets	<u>3,929,975</u>
Non-Current Assets	
Capital Assets	
Land	25,000
Buildings & Improvements	224,000
Equipment	<u>212,196</u>
Total Capital Assets	461,196
Accumulated Depreciation	<u>(324,056)</u>
Net Capital Assets	<u>137,140</u>
Total Assets	<u>\$ 4,067,115</u>
LIABILITIES	
NET POSITION	
Net Investment in Capital Assets	137,140
Unrestricted	<u>3,929,975</u>
Total Net Position	<u>\$ 4,067,115</u>

The accompanying notes are an integral part of this statement.

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities:						
General Government	\$ 115,348	\$ -	\$ -	\$ (115,348)	\$ -	\$ (115,348)
Public Safety	1,145,209	-	-	(1,145,209)	-	(1,145,209)
Total Governmental Activities	<u>1,260,557</u>	<u>-</u>	<u>-</u>	<u>(1,260,557)</u>	<u>-</u>	<u>(1,260,557)</u>
Total Government	<u>\$ 1,260,557</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,260,557)</u>	<u>\$ -</u>	<u>\$ (1,260,557)</u>
General Revenues:						
Property Taxes				1,943,280	-	1,943,280
Sales and Use Taxes				1,751,107	-	1,751,107
Investment Income				59,240	-	59,240
Other Income				17,381	-	17,381
Total General Revenues				<u>3,771,008</u>	<u>-</u>	<u>3,771,008</u>
Change in Net Position				2,510,451	-	2,510,451
Beginning Net Position				1,556,664	-	1,556,664
Endings Net Position				<u>\$ 4,067,115</u>	<u>\$ -</u>	<u>\$ 4,067,115</u>

The accompanying notes are an integral part of this statement

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
BALANCE SHEET
GOVERNMENTAL FUND
SEPTEMBER 30, 2024

	<u>General Fund</u>	<u>Total Governmental Funds</u>
ASSETS		
Cash	\$ 3,540,104	\$ 3,540,104
Property Taxes Receivable, Net	88,684	88,684
Sales and Use Taxes Receivable	294,687	294,687
Total Assets	<u>3,923,475</u>	<u>3,923,475</u>
DEFERRED OUTFLOWS OF RESOURCES		
	-	-
Total Assets Plus Deferred Outflows of Resources	<u>\$ 3,923,475</u>	<u>\$ 3,923,475</u>
LIABILITIES		
Current Liabilities	\$ -	\$ -
DEFERRED INFLOWS OF RESOURCES		
Property Taxes Uncollected	88,684	88,684
Total Deferred Inflows of Resources	<u>88,684</u>	<u>88,684</u>
FUND BALANCE		
Unassigned	3,834,791	3,834,791
Total Fund Balance	<u>3,834,791</u>	<u>3,834,791</u>
Total Liabilities Plus Deferred Inflows of Resources Plus Fund Balance	<u>\$ 3,923,475</u>	<u>\$ 3,923,475</u>

The accompanying notes are an integral part of these statements.

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
GOVERNMENTAL FUND
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Total fund balance - Governmental Funds	\$ 3,834,791
Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds. At the beginning of the year, the cost of these assets was \$461,196 and the accumulated depreciation was (\$318,456). The net effect of including the beginning balances for capital assets (net of depreciation) in the governmental activities it to increase net position.	142,740
The 2024 depreciation expense increases accumulated depreciation. The net effect of the current year's depreciation is to (decrease) net position.	(5,600)
Increase in net position for current year taxes receivable assumed to be collectible.	88,684
Increase in net position for reclassification of land purchase expenses to prepaid asset.	6,500
Net Position of Governmental Activities	\$ 4,067,115

The accompanying notes are an integral part of this statement.

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General Fund	Total Governmental Funds
REVENUES		
Property Taxes, Penalties and Interest	\$ 1,941,116	\$ 1,941,116
Sales and Use Tax	1,751,107	1,751,107
Investment Income	59,240	59,240
Other Income	17,381	17,381
Total Revenues	3,768,844	3,768,844
EXPENDITURES		
General Government		
Legal and Professional	26,445	26,445
Appraisal District	24,768	24,768
Tax Collection Fees	20,663	20,663
Office Supplies	531	531
Insurance and Bonds	34,477	34,477
Training	1,677	1,677
Miscellaneous	1,187	1,187
Land Purchase Expenses	6,500	6,500
Total General Government	116,248	116,248
Public Safety	1,145,209	1,145,209
Total Expenditures	1,261,457	1,261,457
Excess (Deficiency) of Revenues Over/(Under) Expenditures	2,507,387	2,507,387
Net Change in Fund Balance	2,507,387	2,507,387
Fund Balance, Beginning	1,327,404	1,327,404
Fund Balance, Ending	\$ 3,834,791	\$ 3,834,791

The accompanying notes are an integral part of these statements.

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
GOVERNMENTAL FUND
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net changes in fund balance - Governmental Funds \$ 2,507,387

The 2024 depreciation expense increases accumulated depreciation. The net effect of the current year's depreciation is to (decrease) net position. (5,600)

Various other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred revenue as revenue and adjusting current year revenue to show the revenue earned from the current year's tax levy. The net effect of these reclassifications and recognitions is to increase net position. 8,664

Change in Net Position in Governmental Activities \$ 2,510,451

The accompanying notes are an integral part of this statement.

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE A - DESCRIPTION OF THE DISTRICT AND REPORTING ENTITY

The Smith County Rural Fire Prevention District, No. 1 (the "District") was created after a public election held January 20, 1996, under the provision of Section 48-d of Article III of the Constitution of Texas. The Board of Commissioners held its first meeting on May 2, 1996. The District was established to provide fire protection services to residents of the District.

On June 3, 2002, the Board of Commissioners of the Smith County Rural Fire Prevention District, No. 1 declared that the District was legally converted into the Smith County Emergency Services District (ESD), No. 1 (the "District"), operating under Chapter 775, Health & Safety Code.

The District was created by voters in the Lindale, Texas area to provide fire protection and emergency services. Under the Texas Constitution, the ESD may levy a tax rate of no more than 10 cents per \$100 of property value in their district. All of the collected property tax revenues are used to operate the District and to provide funds to the Lindale Volunteer Department (LVFD) so that the LVFD can provide a higher level of fire protection and emergency services to the citizens of their district.

The District, for financial purposes, includes all of the funds relevant to the operation of the District. The financial statements presented herein do not include agencies which have been formed under applicable state laws or separate and distinct units of government apart from the District.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles in the United States.

The following is a summary of the more significant accounting policies:

1. Basis of Presentation

The District's basic financial statements consist of government-wide statements including a Statement of Net Position and a Statement of Activities, and fund financial statements, which provide a more detailed level of financial information.

Government-wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole.

The Statement of Net Position presents the financial condition of the governmental type activities of the District at year end. The Statement of Activities presents a comparison between direct expenses and program revenues for each program or function of the District's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program, grants and contributions that are restricted to meeting the operational or capital requirements of a particular program, and interest earned on grants that is required to be used to support a particular program. Revenues which are not classified as program revenues are presented as general revenues of the District, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental program is self-financing or draws from the general revenues of the District.

Fund Financial Statements

During the year, the District segregates transactions related to certain District functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the District at this more detailed level. The focus of governmental fund financial statements is on major funds. Each major fund is presented in a separate column. Nonmajor funds are aggregated and presented in a single column.

2. Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District utilizes only one category of funds: governmental.

Governmental Funds

Governmental funds are those through which most governmental functions of the District are financed. Governmental fund reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following is the District's only governmental fund:

General Fund

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The General Fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of the State of Texas.

3. Measurement Focus

Government-wide Financial Statements

The government-wide financial statements are prepared using the economic resources measurement focus. All assets and all liabilities associated with the operation of the District are included on the statement of net assets.

Fund Financial Statements

All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the Balance Sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balance reports on the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Therefore, governmental fund financial statements include reconciliations with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds.

4. Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue, the recording of deferred revenues, and in the presentation of expenses versus expenditures.

Revenues – Exchange and Non-exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is reported on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is reported in the year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current year. For the District, available means expected to be received within thirty (30) days of year end.

Nonexchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resource are required to be used or the year when use is first permitted; matching requirements, in which the District must provide local resources to be used for a specified purpose; and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from a nonexchange transaction must also be available before it can be recognized.

Under the modified accrual basis, the following revenue sources are considered to be both measurable and available at year end: charges for services, state-levied locally shared taxes, interest, grants, fees, and rentals.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred.

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable. Allocations of costs, such as depreciation and amortization, are not recognized in governmental funds.

Deferred Outflows and Deferred Inflows of Resources

In addition to assets, the Statement of Net Position and/or the Balance Sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of resources that applies to a future period(s) and therefore will not be recognized as an outflow of resources (expense/expenditures) until then. The District has no items that qualify for reporting in this category for the fiscal year ended September 30, 2024.

In addition to liabilities, the Statement of Net Position and/or the Balance sheet will sometimes report a separate section for deferred inflows or resources. This separate financial statement element represents an acquisition of resources that applies to a future period(s) and therefore will not be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, property taxes uncollected, is reported only in the government funds balance sheet. The governmental funds report unavailable revenues from property taxes and these amounts are deferred and will be recognized as in inflow of resources in the period in which the amounts become available.

5. Budget Process

Formal budgetary accounting is employed as a management control for the General Fund of the District. The same basis of accounting is used to reflect actual revenues and expenditures recognized on a generally accepted accounting principles basis.

The District's Board of Commissioners (the Board) adopts an "appropriated budget" for the General Fund. For the fiscal year ended September 30, 2024, an "appropriated budget" was adopted for the District's general operations. At a minimum, the District is required to present the original and final amended budgeted revenues and expenditures compared to actual revenues and expenditures for this fund.

The Board prepares a budget for the next succeeding fiscal year beginning October 1. The operating budget includes proposed expenditures and the means of financing them. Prior to October 1, the budget is legally enacted through passage of a resolution by the Board.

Once a budget is approved, it can be amended only by approval of a majority of the Board. Amendments are presented to the Board at its regular meetings. Each amendment must have Board approval. As required by law, such amendments are made before the fact, are reflected in the official minutes of the Board.

The District did not have any significant unfavorable difference between the actual and amended budget expense line items.

6. Cash and Cash Equivalents

All investments are certificates of deposit, with one year or less maturity, at the District's depository bank. The District considers highly liquid investments to be cash equivalents if they have a maturity of three months or less when purchased.

7. Property Tax Receivables

Property taxes that were levied during the fiscal year, and prior years, but are uncollected as of September 30, 2024, are recorded as delinquent taxes receivable. Because of historical collections, no allowance for doubtful accounts has been recorded.

8. Sales Tax Receivables

The government entity recognizes sales tax revenue on an accrual basis. Sales tax receivables are recognized for amounts due to the entity as of the financial statement date, including accruals for sales tax earned but not yet collected. As of the year-end, sales tax receivables include accruals for two months following the end of the fiscal year. No allowance for doubtful accounts has been established, as management believes that the receivables are fully collectible.

9. Capital Assets

General capital assets are capital assets which are associated with governmental activities. General capital assets are reported in the governmental activities column of the government-wide statement of net assets but are not reported in the fund financial statements.

All capital assets are capitalized at cost (or estimated historical cost) and updated for additions and retirements during the year. Donated fixed assets are reported at their fair market value as of the date received. The District has no infrastructure assets.

All capital assets are depreciated, except for land and construction-in-progress. Improvements are depreciated over the remaining useful lives of the related capital assets. Depreciation is computed using the straight-line method over the following useful lives:

Description	Estimated Lives
Buildings and Improvements	40 years
Equipment	7 - 12 years

10. Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements.

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds.

11. Net Position

Net position represent the difference between assets plus deferred outflows, and liabilities plus deferred inflows. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through constitutional provisions or enabling legislation or through external restrictions imposed by creditors, grantors, or laws or regulations

12. Related Organizations

The Lindale Volunteer Fire Department (LVFD) is a related organization to the District. The District uses its property taxing powers to provide additional funds to the LVFD. The LVFD then uses those funds to supplement the payments for its operating expenses and for assistance in the purchases of additional firefighting equipment. The District approves the budget, and any amendments, of the LVFD, but it has no power to appoint any of the leaders of the LVFD.

The only financial transactions between the two entities are (1) the LVFD requesting reimbursement funds to cover their operating expenses each month, including any requested funding necessary for the purchase of necessary firefighting equipment, and (2) approval by the District's Board of Commissioners to fund the LVFD's requests. During the fiscal year ended September 30, 2024, the Board provided a total of \$1,127,272 to the LVFD for operating expenses.

13. Fund Balance Classifications

The District restricts those portions of the governmental fund balance which will not be available for current appropriation. The restricted portion of the fund balance may include fund balance that has been designated for a specific future use for which the administration has adopted tentative plans that, if carried out, would restrict the use of financial resources. The Board of Commissioners has the authority to commit and assign funds to a particular restricted fund balance, as well as to establish the restricted fund balance.

The hierarchy of the five possible classifications of fund balance is:

- Nonspendable Fund Balance – Includes funds that are not in spendable form; for example inventory, capital assets and funds legally or contractually required to be maintained intact.
- Restricted Fund Balance – A fund balance where the constraints placed on the resources are externally imposed, such as a grantor, or imposed by law through enabling legislation.
- Committed Fund Balance – A fund balance used for a specific purpose that is imposed by a formal action of the Board of Commissioners. The same Board action is required to modify or rescind a fund balance commitment.
- Assigned Fund Balance – A fund balance that is restricted based on the government's intent, as determined by a formal action of the Board to assign funds to be used for a specific purpose, except for stabilization arrangements. The same Board action is required to modify or rescind a fund balance assignment.
- Unassigned Fund Balance – This is the residual classification for the general fund that represents fund balances not included in the other four classifications.

In instances where an expenditure may be made from either a committed, assigned, or unassigned fund balance, the District's policy for the determination of which of the funds will be used for the expenditure will be made on an individual, case-by-case basis by the Board of Commissioners, or authorized person.

For purposes of the government-wide financial statements, fund equities are displayed as (a) net investment in capital assets, (b) restricted, and (c) unrestricted. In instances where an expenditure may be made from either a restricted or an unrestricted fund balance, the District's policy for the determination of which of the funds will be used for the expenditure will be made on an individual, case-by-case basis by the Board, or authorized person.

There are no formally adopted minimum fund balance policies.

The unrestricted fund balance is the amount of fund equity remaining after deducting any of the above discussed fund balance classifications.

14. Encumbrance System

The District does not use an encumbrance system of recording liabilities and expenditures.

15. Pension Plan

The District has no employees and participates in no pension plan.

16. Operating Revenues and Expenses

Because property tax revenues are the only significant revenue received by the District, those property taxes are considered to be operating revenues. All of the District's expenses are operating expenses.

17. Fair Values of Financial Instruments

The following methods and assumptions were used by the District estimating its fair value disclosures for financial instruments:

- Cash and equivalents: The carrying amounts reported in the statement of financial position approximate fair values because of the short maturities of those instruments.
- Certificates of deposit: The carrying amounts reported in the statement of financial position are the original costs of the certificates of deposit plus any earned interest added to the certificate principal.
- Long-term debt: The fair values of the notes payable are based on their principal balances (carrying amounts).

18. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the District's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses/expenditures for the reporting period. Actual results could differ from those estimates.

NOTE C - DEPOSITS AND INVESTMENTS

District Policies and Legal and Contractual Provisions Governing Deposits:

Custodial Credit Risk for Deposits – State law requires governmental entities to contract with financial institutions in which funds will be deposited to secure those deposits with insurance or pledged securities with a fair value equaling or exceeding the amount on deposit at the end of each business day. The pledged securities must be in the name of the governmental entity and held by the entity or its agent. Since the District complies with this law, it has no custodial credit risk for deposits.

The captions and amounts of cash and cash equivalents on the balance sheet consist of the following:

	<u>General Fund</u>
Cash in Bank	<u>3,540,104</u>
Total	<u><u>3,540,104</u></u>

The District had no other funds invested at September 30, 2024.

The District's cash deposits at September 30, 2024 and during the year ended September 30, 2024 were entirely covered by FDIC insurance or by pledged collateral held by the District's agent banks in the District's name.

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the District to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) Mutual Funds, (8) Investment pools, (9) guaranteed investment contracts, (10) and common trust funds. The Public Funds Investment Act (PFIA) governs the District's investment policies and types of investments. The District's management believes that it complied with the requirements of the PFIA and the District's investment policies.

NOTE D - PROPERTY TAXES

Property taxes are considered available when collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the October 1 levy date. Delinquent taxes are subject to both penalty and interest charges plus 15% delinquent collection fees for attorney costs. The taxable value of the property tax roll upon which the levy for the 2023-2024 fiscal was year based was \$2,751,027,114.

The tax rate assessed for the year ended September 30, 2024, to finance General Fund operations was \$0.071364 per \$100 valuation.

Allowance for uncollectible taxes within the General Fund is based on historical experience in collecting taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. Based on prior years' tax collection histories, no allowance for uncollectible real property taxes has been recorded.

Property within the District is assessed by the Smith County Appraisal District. The property taxes due to the District are collected by the Smith County Tax Collector.

NOTE E - CAPITAL ASSETS

	<u>Balance</u> <u>9/30/2023</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>9/30/2024</u>
Governmental Activities:				
Land	\$ 25,000	\$ -	\$ -	\$ 25,000
Buildings and Improvements	224,000	-	-	224,000
Equipment	212,196	-	-	212,196
Total Governmental Activities	<u>461,196</u>	<u>-</u>	<u>-</u>	<u>461,196</u>
Less Accumulated Depreciation:				
Buildings and Improvements	(106,263)	(5,600)	-	(111,863)
Equipment	(212,193)	-	-	(212,193)
Total Accumulated Depreciation	<u>(318,456)</u>	<u>(5,600)</u>	<u>-</u>	<u>(324,056)</u>
Governmental Activities:				
Capital Assets, Net	<u>\$ 142,740</u>	<u>\$ (5,600)</u>	<u>\$ -</u>	<u>\$ 137,140</u>

The land and building are leased to the Lindale Volunteer Fire Department for \$10 per year.

NOTE F - FIRE PROTECTION SERVICES

The Smith County Emergency Services District, No. 1 has entered into an agreement with the Lindale Volunteer Fire Department to provide fire protection and prevention services and medical first responders to the residents of the District. Either party may terminate this continuous agreement upon adequate written notice.

NOTE G - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District continues to carry commercial insurance for all of these types of risks of loss, including liability, comprehensive, public officials' liability, and workmen's compensation for the Lindale VFD firefighters.

NOTE H – TAX ABATEMENT

The District entered into property tax abatement agreement with a local business under Texas Tax Code, Title 3. Subtitle B. Chapter 312. Property Redevelopment and Tax Abatement Act (the Act), beginning January 1, 2020 through December 31, 2029. Under the Act, the Districts may grant property tax abatements according to the designation of an area as a reinvestment zone. The abatement shall be an amount equal to a fixed percentage as defined below on the taxes assessed upon the increased value of the improvements to the premises up to \$18,000,000. The tax abatements, which are approved by the Smith County's Tax Abatement Committee and the District's board, are granted for the purpose of enhancing the local community; creating high-paying jobs; and advancing the economic development goals.

At September 30, 2024 the District had entered into one completed Chapter 312 agreements with Sanderson Farms, Inc. The abatement shall be an amount equal to a fixed percentage as defined by the following job requirements:

<u>Job Requirements</u>	<u>by</u>	<u>abatement for tax year</u>
create 50 new qualified jobs	12/31/2019	80% for 2020
add up to 25 qualified jobs (total 75)	12/31/2020	80% for 2021
add up to 31 qualified jobs (total 106)	12/31/2021	80% for 2022-2026
maintain job base of 106	12/31/2026	50% for 2027-2029

Possible termination of this agreement could occur if the company fails to achieve at least sixty percent of the qualified job compliance. The amount abated in the current year was \$9,744.

NOTE I – COMMITMENTS AND CONTINGENCIES

Litigation - The District may be subjected to loss contingencies arising principally in the normal course of operations. In the opinion of the administration, the outcome of these lawsuits will not have a material adverse effect on the accompanying financial statements and accordingly, no provision for losses has been recorded.

NOTE J – SUBSEQUENT EVENTS

On August 29, 2024, the Board approved a sales contract with Lindale Rural Water Supply Corporation for purchase of land for construction of a new fire station.

Management has evaluated subsequent events through February 10, 2025, the date the financials were available to be distributed and noted no other events to be disclosed.

REQUIRED SUPPLEMENTARY INFORMATION

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues				
Property Taxes, Penalties and Interest	\$ 1,842,835	\$ 1,942,941	\$ 1,941,116	\$ (1,825)
Sales and Use Taxes	250,000	1,456,420	1,751,107	294,687
Investment Income	8,500	60,000	59,240	(760)
Other Income	-	9,890	17,381	7,491
Total Revenues	2,101,335	3,469,251	3,768,844	299,593
Expenditures				
General Government				
Legal and Professional	8,925	26,445	26,445	-
Appraisal District	24,768	24,768	24,768	-
Tax Collection Fees	22,000	22,000	20,663	1,337
Office Supplies	5,000	2,000	531	1,469
Insurance and Bonds	30,000	34,477	34,477	-
Election	2,000	-	-	-
Training	3,500	2,000	1,677	323
Sales and Use Tax	5,000	-	-	-
Miscellaneous	1,200	1,200	1,187	13
Land Purchase Expenses	50,000	6,500	6,500	-
Fire Station Down Payment	700,000	-	-	-
Total General Government	852,393	119,390	116,248	3,142
Public Safety	1,232,763	1,232,763	1,145,209	87,554
Total Expenditures	2,085,156	1,352,153	1,261,457	90,696
Excess (Deficiency) of Revenues Over/(Under) Expenditures	16,179	2,117,098	2,507,387	390,289
Net Change in Fund Balance	16,179	2,117,098	2,507,387	390,289
Fund Balance, Beginning	1,327,404	1,327,404	1,327,404	-
Fund Balance, Ending	\$ 1,343,583	\$ 3,444,502	\$ 3,834,791	\$ 390,289

OTHER INFORMATION

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
SCHEDULE OF CHANGES IN CASH AND TEMPORARY INVESTMENTS
GOVERNMENTAL FUND
SEPTEMBER 30, 2024

	GENERAL FUND
SOURCES OF CASH AND TEMPORARY INVESTMENTS	
Cash Receipts from Revenues	\$ 3,397,536
Interest Income	59,240
Other Income	<u>17,381</u>
Total Sources of Cash	<u>3,474,157</u>
USES OF CASH AND TEMPORARY INVESTMENTS	
Disbursements for Operating Expenses	<u>1,261,457</u>
Total Uses of Cash	<u>1,261,457</u>
INCREASE IN CASH AND TEMPORARY INVESTMENTS	2,212,700
CASH AND TEMPORARY INVESTMENT BALANCE - BEGINNING OF YEAR	<u>1,327,404</u>
 CASH AND TEMPORARY INVESTMENT BALANCE - END OF YEAR	 \$ <u><u>3,540,104</u></u>

SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO. 1
SCHEDULE OF TAXES RECEIVABLE
SEPTEMBER 30, 2024

Taxes Receivable, October 1, 2023	\$ 86,520
Tax Roll	1,963,243
Adjustments	<u>(17,156)</u>
Total to be Accounted For	2,032,607
Tax Collections	<u>1,943,923</u>
Taxes Receivable, September 30, 2024	<u><u>88,684</u></u>

	2023
ASSESSED VALUATION SUMMARY	Tax Roll
Property Valuations	<u>2,751,027,114</u>
Tax Rate Per \$100 Valuation	<u>0.071364</u>
Tax Roll	<u><u>\$ 1,963,243</u></u>

Tax Year: October 1, 2023 to September 30, 2024

Percent of Assessed Valuation to Fair Market Price	<u>100%</u>
Percent of Total Current Taxes Collected to Total Taxes Levied	<u>98%</u>

**SMITH COUNTY EMERGENCY SERVICES DISTRICT, NO.1
BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS
SEPTEMBER 30, 2024**

Direct Mailing Address:

Smith County Emergency Services District, No. 1
P.O. Box 697
Lindale, Texas 75771

District Telephone No:

(903) 882-6492

<u>Name & Address</u>	<u>Term of Office</u> <u>Date Hired</u>	<u>Fees and Expense</u> <u>Reimburse</u>	<u>Resident of</u> <u>District</u>	<u>Title at End of</u> <u>Year</u>
<u>Board Members</u>				
Carolyn Todd 18115 CR 431 Lindale, Texas 75771	1/2023-12/2026	-	Yes	President
Louie Brown 12265 CR 461 Tyler, Texas 75706	1/2023-12/2026	-	Yes	Vice-President
Cory Crowell 15151 CR 4148 Lindale, Texas 75771	1/2025-12/2028	-	Yes	Assistant-Treasurer
Charles Froebe 12852 Westbrook Dr. Tyler, Texas 75704	1/2021-12/2028	-	Yes	Secretary
Owen Scott 219 Francis Drive Lindale, TX 75771	1/2023-12/2026	-	Yes	Treasurer
<u>Consultants</u>				
Glen Patrick Patrick Law Offices P.O. Box 1080 Tyler, Texas 75710	10/10/1996	\$ 17,191		Attorney
Carol Dixon Chief Appraiser Smith County Appraisal District 245 SSE Loop 323 Tyler, Texas 75702	5/23/1996	\$ 24,768		Chief Appraiser
Gary Barber Smith County Tax Collector P.O. Box 2011 Tyler, Texas 75710	9/12/1996	\$ 13,172		Tax Collector
Kelly Birdwell, CPA Wilf & Henderson, P.C. 1810 Galleria Oaks Texarkana, Texas 75503	6/28/2023	\$ 6,450		Auditor

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/24/2025	Submitted by: KAREN NELSON
Meeting Date: 03/04/2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Plats	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for Cedar Vista, Unit 3, County Road 4135, Precinct 4	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



Subdivision Name: Cedar Vista - Unit 3
 Adjacent Road: ~~Cedar~~ Cedar Vista - CR4135
 Developer: Nick Allegretto Phone: 903-920-3868
 email: Nicholsallegretto@yahoo Fax: N/A
 Surveyor: 7 RANGE Surveying Phone: 903-754-7232
 email: blackera@7survey.com Fax: N/A
 Roadway Length: 3286 ft. (centerline)

Item	Date and Initial when received		
	Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required	
	Preliminary Plat Approved	Not Required	
	Final Plat (mylar & 3 prints)		2-4-05 SB
	Plat Fee	\$25	\$100
	Construction Bond (\$20 /ft.)	Not Required	Not Required
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required
	911 Clearance Letter		
	Designated Rep. (Pledger) Clearance Letter	See notes below	
	Tax Certificate		
	Plans and Specifications (2 copies)	Not Required	Not Required
	TCEQ Permit for Dam (if lake or pond present)		
Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required
	County Rd Number	Not Required	Not Required

Notes: Increase lot(s) – Pledger letter “NOT” required
 Decrease lot(s) – Pledger letter “IS” required

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/24/2025	Submitted by: Karen Nelson
Meeting Date: 03/03/2025	Department: Road & Bridge
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permit	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): *see attachment for list of permits	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

- a. County Road 472, Brannon Corporation, install 15” sanitary sewer line with 24” steel encasing by open cut, Precinct 3,
- b. County Road 411, Brannon Corporation, install 10” sanitary sewer line in 18” steel encasement by open cut, Precinct 3,
- c. County Road 4232, CenterPoint Energy, road bore for service line install, Precinct 4,
- d. County Road 128, CenterPoint Energy, install service line, Precinct 1,
- e. County Road 26, Jackson Water Supply Corporation, install service line, Precinct 3,
- f. County Road 4115, Oncor Electric LLC, upgrade utility lines with pole replacements and new pole installations, Precinct 3; and
- g. County Road 383, Texas Land Company LLC, install service line, Precinct 3

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Macmillan
Meeting Date: Weekly	Department: Auditor
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Weekly Bill Pay	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

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Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: 3/4/2025	Department: Sheriff Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Smith County Jail Update	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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