



# City of Saginaw

## City of Saginaw

**Meeting Date:** 02/16/2016

**Staff Contact:** Roger Macon  
Police Chief

**Agenda Item:** 4b  
(CC-0216-06)

**E-mail:** [rmacon@saginawtx.org](mailto:rmacon@saginawtx.org)

**Phone:** 817-232-0311

---

**SUBJECT:** Action regarding Tarrant Regional Auto Crimes Task Force Interlocal Assistance Agreement

---

**BACKGROUND/DISCUSSION:**

This agreement is basically the same as the one approved last year with a few minor revisions. The agreement is effective for a period of one year. The Tarrant Regional Auto Crimes Task Force is a cooperative effort between several law enforcement agencies that works specifically on detection, apprehension, and prosecution of individuals who commit auto theft and burglary of vehicles. Tarrant County will reimburse the City for one officer's salary and benefits in the amount of \$70,163. They have also authorized up to \$10,000 for overtime pay. The officer assigned to this task force is Justin Kipker. The agreement has been reviewed by the City Attorney.

**FINANCIAL IMPACT:**

The City will be reimbursed by Tarrant County for the financial impact of this item (\$70,163 for salary and benefits, and up to \$10,000 for overtime pay).

**RECOMMENDATION:**

Staff recommends approval of the Tarrant Regional Auto Crimes Task Force Interlocal Assistance Agreement.

Attachments

Memo with Attachments from Roger Macon



# MEMORANDUM

## SAGINAW POLICE DEPARTMENT

505 W. McLeroy Blvd. Saginaw, TX 76179  
(817) 232-0311

DATE: 02/05/2016	TO: Nan Stanford City Manager	FROM: Roger Macon Chief of Police	SUBJECT: TRACTF Interlocal
---------------------	----------------------------------	--------------------------------------	-------------------------------

Enclosed you will find two originals of an interlocal agreement between the City of Saginaw and Tarrant County outlining our participation in the Auto Crimes Task Force. As you know, this agreement provides partial salary reimbursement for our full-time officer (Justin Kipker) assigned to that task force.

There are minor revisions in this year's agreement. They are outlined in the letter from task force Commander Bryan Sudan. Our attorney has reviewed and approved those changes.

Please place this on the next convenient council agenda for consideration.

Thanks!



## TARRANT REGIONAL AUTO CRIMES TASK FORCE



January 21, 2016

*Arlington P.D.*

Roger Macon  
Chief of Police  
Saginaw Police Department  
505 W McLeroy Blvd  
Saginaw, TX 76179

*Eules P.D.*

*Fort Worth P.D.*

Re: Interlocal Assistance Agreement

*Grand Prairie P.D.*

Dear Chief Macon:

*Haltom City P.D.*

Our Interlocal Assistance Agreement has been prepared for renewal. Two originals are included in this packet for your execution. If you want an original returned to you after finalization at Commissioners Court both originals need to be completed and returned to me.

*Hurst P.D.*

*National  
Insurance Crime  
Bureau*

The changes reflect updated reimbursement amounts for the 2016 grant year. A few minor changes were made by our legal advisor. Two additional "Whereas" clauses were added to meet the requirements of section 791.011 of the Texas Local Government Code and the District Attorney's signature is being required. I have provided a marked copy of the changes to assist with your review.

*Parker County S.O.*

*Saginaw P.D.*

As a reminder, the Texas DPS and the National Insurance Crime Bureau, non-local agencies, sign a two-page Cooperative Working Agreement for grant compliance purposes. Since their agents have statewide jurisdiction they do not require the countywide jurisdiction the agreement provides.

*Tarrant County S.O.*

*Tarrant County  
District Attorney*

We would appreciate it if you could return the agreement by April 30, 2016. We will submit all agency originals to Commissioners Court and return a fully executed original to you. Please feel free to make more originals if necessary.

*Texas Department  
of Public Safety*

If you have any questions, please contact me or Janet Rodgers at 817-560-6560 or our county legal advisor, Assistant D.A. David Hudson at 817-884-1233. Mr. Hudson has reviewed and approved the contract for renewal. Thanks in advance for your assistance and participation in our Task Force.

Sincerely,

Bryan Sudan  
Commander, TRACTF

cc: David Hudson, TC District Attorney's Office

**ORIGINAL**

THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

THIS ORIGINAL  
EXECUTED BY TARRANT COUNTY  
AND BY THE CITY OF SAGINAW

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

**WHEREAS** the detection, apprehension, and prosecution of individuals who commit auto theft and burglary of motor vehicle is often hindered because the range of operations of the criminal offender is greater than the jurisdiction of the peace officers called upon to investigate the crime; and,

**WHEREAS** the existence of a multiplicity of political jurisdictions in Tarrant, Jack, Hood, Palo Pinto, Parker, Somervell and Wise Counties impedes the effectiveness of individual law enforcement agencies to detect and eradicate auto theft and burglary of motor vehicle; and,

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

**WHEREAS** pursuant to Chapter 362 of the Texas Local Government Code, the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Article 4413(37) of the Texas Revised Civil Statutes Annotated, as amended by HB 1887, an Act relating to the creation, powers and duties of the Texas Automobile Burglary and Theft Prevention Authority, and the law of the State of Texas, the contracting governmental entities, to-wit: Arlington, Euless, Fort Worth, Grand Prairie, Haltom City, Hurst, Saginaw, the County of Parker, the County of Tarrant, together with the Tarrant County Criminal District Attorney and the Tarrant County Sheriff, hereby agree to participate in, and be a part of the cooperative investigative, enforcement, and

prevention efforts which are known and designated as the Tarrant Regional Auto Crimes Task Force; and,

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

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

and,

**WHEREAS**, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

**WHEREAS** a grant of money from the Texas Automobile Burglary and Theft Prevention Authority has been received to fund the continuation of the Tarrant Regional Auto Crimes Task Force.

**NOW, THEREFORE, BE IT KNOWN BY THESE PRESENTS:**

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

### **TASK FORCE**

The Tarrant Regional Auto Crimes Task Force ("Task Force") will be a part of the Tarrant County Sheriff's Office for administrative purposes. The activities of the Task Force shall be supervised by a twelve (12) member Board of Governors. This Board

will include as permanent voting members the Fort Worth Chief of Police, the Arlington Chief of Police, the Tarrant County Criminal District Attorney, and a Chairperson, who shall be the Tarrant County Sheriff. Additionally, the Board will consist of an executive of every additional agency that participates in the Task Force with personnel, to include: the Police Chiefs of Euless, Grand Prairie, Haltom City, Hurst, Saginaw, a Regional Captain of the Texas Department of Public Safety's Motor Vehicle Theft Services, the Parker County Sheriff, and a Supervisor of the National Insurance Crime Bureau. Ex officio members, if any, may be added by agreement of the voting members; ex officio members shall be non-voting. The Board of Governors shall have the responsibility for policy, direction, and control of the Task Force. The Board of Governors will have direct responsibility for the selection of a Commander for the Task Force. The Board will monitor the activities and accomplishments of the Task Force to ensure orderly progress towards attainment of all stated objectives.

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

#### **AUTO THEFT AND BURGLARY OF MOTOR VEHICLE INVESTIGATION**

Auto theft and burglary of motor vehicle investigations within the jurisdictional bounds of the entities joining this Agreement may be coordinated through the Task Force. All commercial auto theft intelligence received by a law enforcement agency that is a party to this Agreement may be referred to the Task Force for investigation. The assigned officers will respond to complaints in a timely manner. The Task force will conduct salvage business inspections, covert operations, training, arrests,

investigations, assistance to other agencies and public awareness education in an effort to lower the auto theft and burglary of motor vehicle rate.

### **ASSET SEIZURES**

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

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

### **FORFEITURE POLICY**

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

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

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

Upon termination of this Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject

to the approval of the Automobile Burglary and Theft Prevention Authority of the State of Texas.

### **OFFICER STATUS**

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

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

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

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

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

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

## **GENERAL PROVISIONS**

This Contract is subject to all grant conditions applicable to the grant of the

Texas Automobile Burglary and Theft Prevention Authority to the Tarrant Regional Auto Crimes Task Force.

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

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

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

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

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

This Agreement shall become effective as to a party hereto on the day of the execution of the Agreement by the party, and *shall continue in effect as to a participating entity for one year from the date of signature and thereafter until it has been terminated or rescinded by appropriate action of the participating entity's governing body, or expires due to termination of the grant or by operation of law.* (To minimize the administrative difficulty of signature between the many parties, each city or

other law enforcement entity will sign a substantially similar agreement with Tarrant County; however, each party signing substantially similar copies is immediately bound one to another to all other entities participating during the time said agreement is in force as to said entity, even though the parties' signatures appear on different copies of the substantially similar copies. Any entity being added after the agreement is in effect need only sign the documents which Tarrant County signs to be fully a party bound to all other parties, and such signature shall, as of the date of the signing, have the same force and effect as between the joining and already-bound members as if a single document was signed simultaneously by all then-participating entities.)

If program enhancement activities are terminated, unexpended revenues will be promptly returned to the Texas Automobile Burglary and Theft Prevention Authority.

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

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

Two non-local entities, the Texas Department of Public Safety and the National Insurance Crime Bureau each enter separate agreements with Tarrant County for the following reasons: Each entity's staff member carries a statewide law enforcement commission and therefore does not require the enhanced law enforcement jurisdiction afforded by this Agreement; Each entity funds their staff member's salary and fringe

benefits 100%; and each entity's staff member performs in a support role to the Task Force and is available less than 100% of their work week because the availability of each is subject to assignments from their entity.

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

## **ACCEPTANCE OF RESTRICTIONS**

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

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

Additionally, each participating agency and entity is cognizant of the grant and agrees to abide by any and all rules or special conditions in relation to the application. Agencies or their representatives shall have the right to investigate, examine and audit at any time any and all necessary books, papers, documents, records and personnel that pertain to this contract or any related subcontracts.

## **BUDGETARY MATTERS**

As part of this Agreement, all participating entities entitled to reimbursement will be reimbursed for their participation in this program by grant funds, according to the entity's applicable submitted budget schedule, to the extent that the budget schedule is consistent with the grant. Reimbursement will be made through the grant's financial officer, who is presently S. Renee Tidwell, Auditor, Tarrant County, but is subject to change by Tarrant County. If changed, the change will be made in accordance with the grant and all participating entities will be advised in writing. To the extent that the budget schedule is inconsistent with the grant, the grant controls. *A copy of the latest and most current Grant Award Digest will be provided to all participating agencies when received by Tarrant County.*

Participating entities may bill the financial officer for reimbursement at such periodic intervals as are appropriate and in accordance with the grant.

**CONFIDENTIAL FUNDS**

The Texas Automobile Burglary and Theft Prevention Authority Guidelines for Control and Use of Confidential Funds will be utilized for the disbursement and reimbursement of confidential funds.

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

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

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

\_\_\_\_\_  
NAME  
\_\_\_\_\_  
TITLE  
\_\_\_\_\_  
STREET ADDRESS  
\_\_\_\_\_  
CITY, STATE

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

The Tarrant County Judge certifies that:

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

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

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

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**COUNTY OF TARRANT  
STATE OF TEXAS**

---

B. Glen Whitley  
County Judge

---

Dee Anderson  
Sheriff

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS:  
\$ 70,163 Salaries/Fringe  
\$ 10,000 Authorized Overtime

---

Criminal District Attorney's Office\*

---

Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

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

**OTHER SIGNING ENTITY:**

\_\_\_\_\_  
NAME OF ENTITY

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
ATTORNEY FOR ABOVE-LISTED NON-COUNTY ENTITY

\_\_\_\_\_  
DATE

Attest:

\_\_\_\_\_

**NONSUPPLANTING CERTIFICATION OF PARTICIPATING  
AGENCIES OTHER THAN GRANTEE**

Texas Government Code 772.006(a)(7) requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

The city law enforcement agency certifies that Texas Automobile Burglary and Theft Prevention Authority funds will not be used to replace state or local funds that would be available in the absence of Texas Automobile Burglary and Theft Prevention Authority funds.

\_\_\_\_\_

NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

(CITY OR LAW ENFORCEMENT ENTITY)

(Note: Tarrant County's certification is incorporated in each grantee's report of expenditure and status of funds. Also, a copy of the Special Condition - Assurances, exactly as it appears in the Texas ABTPA Administrative Guide, follows this page.

**ASSURANCES**

**NON-COUNTY ENTITY ASSURANCES CERTIFICATION**

(Tarrant County’s assurances are included in the grant application.)

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary and Theft Prevention Authority Program, that all the information presented is correct, and that that the applicant will comply with the rules of the Automobile Burglary and Theft Prevention Authority and all other applicable federal and state laws, regulations and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the following assurances apply to all recipients of assistance.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
(CITY OR LAW ENFORCEMENT ENTITY)

Note – This Interlocal Assistance Agreement was last updated January 2016.



---

**SPECIAL CONDITION**

---

**ASSURANCES**

**A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:**

- 1. A grantee and subgrantee must comply with ABTPA grant rules and UGMS.**
- 2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.**
- 3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.**
- 4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.**
- 5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.**
- 6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.**
- 7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.**



SPECIAL CONDITION

ASSURANCES (continued)

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section \_\_\_\_\_.36 for additional guidance on contract provisions.)
9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7); the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.



---

**SPECIAL CONDITION**

---

**ASSURANCES (continued)**

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.