

SPECIAL CONDITIONS

Interagency Review and Approval

Prior to expending grant funds, the grantee is required to submit a copy of the interagency agreement between the grantee and each agency of the task force receiving ABTPA grant funds, for review and approval.

The interagency agreement must include the following:

- (a) A detailed budget including personnel, travel, equipment, and other operating expenses that are to be reimbursed with grant funds (refer to Schedules in Grant Application where appropriate); and,
- (b) A copy of the Assurances Certification from each agency, other than grantee, receiving ABTPA funds. Attach signed certification to agreement. (In lieu of having the Certification signed, the list of Assurances, or reference to them, may be included in the body of the Interagency Agreement.)

A sample of an Interagency Agreement, Assurances and Assurances Certification are included on pages 46-50.

SPECIAL CONDITIONS

Interagency Agreement (Sample)

State of Texas

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

WITNESSETH

WHEREAS, the _____ and _____ wish to file a joint grant application with the Automobile Theft Prevention Authority of the State of Texas, for funding in the amount of \$ _____ for _____, and,

WHEREAS, the _____ and _____ have agreed to contribute the total of \$ _____ in matching funds if said joint application is approved; and,

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

WHEREAS, the _____ and _____ believe it to be in their best interests to join in the application to develop a _____.

WHEREAS, the _____ and _____ agree to each accept the responsibility to adhere to all pertinent 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 _____ and _____ to file joint application for a _____ with the Automobile Burglary and Theft Prevention Authority, which creates _____ 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 the execution of this Agreement and to end:

SPECIAL CONDITIONS

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, _____ and _____ agree to contribute a total of \$ _____ in matching funds for the enhancement of the _____ in the amounts as follows:

_____ \$ _____
_____ \$ _____

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the _____ and _____ fund is set out in the attachments to this Agreement, marked as Exhibits "A" through "E" inclusive, and made a part hereof for all purposes.

ARTICLE V. OWNERSHIP OF EQUIPMENT

5.01 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.

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 CONSTRUCTIONS

7.01 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 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. ENTIRE AGREEMENT

8.01 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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL,

ON THIS THE _____ DAY OF _____, 20__.

ATTEST

ATTEST

APPROVED

APPROVED